

NEW REC. NUM 505

LAW OFFICES

ALVORD AND ALVORD

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D.C.

20006-2873

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
CARL C. DAVIS*
CHARLES T. KAPPLER
JOHN H. DOYLE*
GEORGE JOHN KETO*
MILTON C. GRACE*
JAMES C. MARTIN, JR.*

OF COUNSEL
JESS LARSON
JOHN L. INGOLDSBY
URBAN A. LESTER

CABLE ADDRESS
"ALVORD"

TELEPHONE
AREA CODE 202
393-2266

TELEX
440367 A AND A

*NOT A MEMBER OF D.C. BAR
*ALSO ADMITTED IN NEW YORK
*ALSO ADMITTED IN OHIO
*ALSO ADMITTED IN MARYLAND

6-265A066

SEP 22 1986 12-4 5 PM

SEP 22 1986

INTERSTATE COMMERCE COMMISSION

Date

Fee \$ 10.00

September 22, 1986

ICC Washington, D. C.

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C.

Dear Ms. McGee:

Enclosed for filing and recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are the original and one certified true copy of a Railcar Lease Agreement dated as of September 19, 1986, a primary document as defined in the Commission's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Lessor: Chase Manhattan Leasing Company, a Division
of Chase Commercial Corporation
560 Sylvan Avenue
Englewood Cliffs, New Jersey 07632

Lessee: General Electric Railcar Services Corporation
33 West Monroe Street
Chicago, Illinois 60603

A description of the railroad equipment covered by the enclosed document is set forth in Schedule A attached hereto and made a part hereof.

Also enclosed is a check in the amount of \$10 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return the stamped original of the enclosed Railcar Lease Agreement to Charles T. Kappler, Esq., Alvord and

100 OFFICE OF
THE SECRETARY
SEP 22 12 37 PM '86
MOTOR OPERATING UNIT

C. Alvord

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
September 22, 1986
Page Two

Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed primary document to appear in the Commission's Index is:

Railcar Lease Agreement, dated as of September 19, 1986, between Chase Manhattan Leasing Company, a Division of Chase Commercial Corporation, Lessor, and General Electric Railcar Services Corporation, Lessee, covering hopper and tank cars.

Very truly yours,

A handwritten signature in cursive script, reading "Charles T. Kappler".

Charles T. Kappler

Enclosures

Schedule A

Listing of Cars

[Annexed hereto]

Line No.	Car I.D.	Old Car I.D.	Earliest Car Number
1	CC -063027	NAHX-063027	CNW 190020
2	CC -063721	NAHX-063721	CNW 190531
3	CC -063757	NAHX-063757	CNW 190567
4	CC -063765	NAHX-063765	CNW 190595
5	CC -063784	NAHX-063784	CNW 190594
6	CC -063871	NAHX-063871	CNW 190681
7	CC -064228	NAHX-064228	RACN 064228
8	CC -190024	PARY-190024	CNW 190024
9	CC -190034	PARY-190034	CNW 190034
10	CC -190047	PARY-190047	CNW 190047
11	CC -190052	PARY-190052	CNW 190052
12	CC -190059	PARY-190059	CNW 190059
13	CC -190212	PARY-190212	CNW 190212
14	CC -190214	PARY-190214	CNW 190214
15	CNW -190003		
16	CNW -190008		
17	CNW -190010		
18	CNW -190012		
19	CNW -190013		
20	CNW -190014		
21	CNW -190016		
22	CNW -190019		
23	CNW -190023		
24	CNW -190027		
25	CNW -190028		
26	CNW -190031		
27	CNW -190032		
28	CNW -190035		
29	CNW -190038		
30	CNW -190040		
31	CNW -190046		
32	CNW -190049		
33	CNW -190050		
34	CNW -190051		
35	CNW -190053		
36	CNW -190054		
37	CNW -190056		
38	CNW -190060		
39	CNW -190062		
40	CNW -190064		
41	CNW -190067		
42	CNW -190068		
43	CNW -190069		
44	CNW -190071		
45	CNW -190072		
46	CNW -190075		
47	CNW -190087		
48	CNW -190091		
49	CNW -190095		
50	CNW -190099		
51	CNW -190209		
52	CNW -190211		
53	CNW -190218		
54	CNW -190219		
55	CNW -190220		

Line No.	Car I.D.	Old Car I.D.
56	CNM-190222	
57	CNM-190223	
58	CNM-190328	
59	CNM-190330	
60	CNM-190231	
61	CNM-190232	
62	CNM-190500	
63	CNM-190502	
64	CNM-190503	
65	CNM-190507	
66	CNM-190511	
67	CNM-190512	
68	CNM-190516	
69	CNM-190518	
70	CNM-190523	
71	CNM-190534	
72	CNM-190538	
73	CNM-190544	
74	CNM-190545	
75	CNM-190557	
76	CNM-190558	
77	CNM-190562	
78	CNM-190565	
79	CNM-190570	
80	CNM-190572	
81	CNM-190576	
82	CNM-190578	
83	CNM-190581	
84	CNM-190584	
85	CNM-190585	
86	CNM-190586	
87	CNM-190589	
88	CNM-190590	
89	CNM-190591	
90	CNM-190592	
91	CNM-190593	
92	CNM-190596	
93	CNM-190598	
94	CNM-190599	
95	CNM-190602	
96	CNM-190604	
97	CNM-190608	
98	CNM-190610	
99	CNM-190615	
100	CNM-190618	
101	CNM-190620	
102	CNM-190623	
103	CNM-190626	
104	CNM-190627	
105	CNM-190628	
106	CNM-190631	
107	CNM-190632	
108	CNM-190633	
109	CNM-190635	
110	CNM-190640	

Line No. Car I.D. Old Car I.D. Earliest Car Number

111	CNU-190643		
112	CNU-190647		
113	CNU-190648		
114	CNU-190650		
115	CNU-190658		
116	CNU-190660		
117	CNU-190661		
118	CNU-190668		
119	CNU-190670		
120	CNU-190671		
121	CNU-190674		
122	CNU-190675		
123	CNU-190676		
124	CNU-190678		
125	CNU-190716		
126	CNU-190718		
127	CNU-190719		
128	CNU-190722		
129	CNU-190724		
130	CNU-190725		
131	CNU-190728		
132	CNU-190729		
133	CNU-190731		
134	CNU-190734		
135	CNU-190739		
136	CNU-190743		
137	CNU-190762		
138	CNU-190763		
139	CNU-190765		
140	CNU-190767		
141	CNU-190785		
142	CNU-190987		
143	CNU-190993		
144	CNU-190996		
145	CNU-190997		
146	CNU-190998		
147	CNU-190999		
148	TANR-063050	NAHX-063050	CNV 190043
149	TANR-063090	NAHX-063090	CNV 190083
150	TANR-063104	NAHX-063104	CNV 190097
151	TANR-063105	NAHX-063105	CNV 190098
152	TANR-063709	NAHX-063709	CNV 190519
153	TANR-063749	NAHX-063749	CNV 190559
154	TANR-063811	NAHX-063811	CNV 190621
155	TANR-063815	NAHX-063815	CNV 190625
156	TANR-063849	NAHX-063849	CNV 190659
157	TANR-063854	NAHX-063854	CNV 190664
158	TANR-063862	NAHX-063862	CNV 190672
159	TANR-063867	NAHX-063867	CNV 190677
160	TANR-063879	NAHX-063879	CNV 190689
161	TANR-063911	NAHX-063911	CNV 190721
162	TANR-063927	NAHX-063927	CNV 190737
163	TANR-063935	NAHX-063935	CNV 190745
164	TANR-063941	NAHX-063941	CNV 190751
165			

"Schedule A"

Line No.	Car I.D.	Old Car I.D.	Earliest Car Number
166	IARC-064184	NAHX-064184	CNW 190994
167	IARC-005001	NAHX-063763	CNW 190573
168	IARC-005002	NAHX-063877	CNW 190997
169	IARC-005003	NAHX-063910	CNW 190752
170	IARC-005004	NAHX-063942	CNW 190752
171	IARC-005005	NAHX-063926	CNW 190736
172	IARC-005006	NAHX-064180	CNW 190768
173	IARC-005007	NAHX-063958	CNW 190985
174	IARC-005008	NAHX-063072	CNW 190985
175	IARC-005009	NAHX-063088	CNW 190021
176	IARC-005010	NAHX-063028	CNW 190021
177	IARC-008802	NAHX-063870	CNW 190680
178	IARC-008806	NAHX-063820	CNW 190630
179	IARC-008807	NAHX-063856	CNW 190666
180	IARC-008815	NAHX-063803	CNW 190613
181	IARC-008818	NAHX-063698	CNW 190508
182	IARC-008819	NAHX-063847	CNW 190657
183	IARC-063843	NAHX-063843	CNW 190653
184	IARC-063852	NAHX-063852	CNW 190662
185	IARC-063923	NAHX-063923	CNW 190733
186	MMVA-063024	NAHX-063024	CNW 190017
187	MMVA-063029	NAHX-063029	CNW 190022
188	MMVA-063064	NAHX-063064	CNW 190057
189	MMVA-063068	NAHX-063068	CNW 190061
190	MMVA-063077	NAHX-063077	CNW 190070
191	MMVA-063092	NAHX-063092	CNW 190085
192	MMVA-063100	NAHX-063100	CNW 190093
193	MMVA-063220	NAHX-063220	CNW 190213
194	MMVA-063222	NAHX-063222	CNW 190215
195	MMVA-063224	NAHX-063224	CNW 190217
196	MMVA-063233	NAHX-063233	CNW 190226
197	MMVA-063691	NAHX-063691	CNW 190501
198	MMVA-063695	NAHX-063695	CNW 190505
199	MMVA-063717	NAHX-063717	CNW 190527
200	MMVA-063723	NAHX-063723	CNW 190533
201	MMVA-063730	NAHX-063730	CNW 190540
202	MMVA-063753	NAHX-063753	CNW 190563
203	MMVA-063756	NAHX-063756	CNW 190566
204	MMVA-063759	NAHX-063759	CNW 190569
205	MMVA-063761	NAHX-063761	CNW 190571
206	MMVA-063772	NAHX-063772	CNW 190582
207	MMVA-063777	NAHX-063777	CNW 190587
208	MMVA-063787	NAHX-063787	CNW 190597
209	MMVA-063806	NAHX-063806	CNW 190616
210	MMVA-063809	NAHX-063809	CNW 190619
211	MMVA-063832	NAHX-063832	CNW 190642
212	MMVA-063842	NAHX-063842	CNW 190652
213	MMVA-063844	NAHX-063844	CNW 190654
214	MMVA-063845	NAHX-063845	CNW 190655
215	MMVA-063857	NAHX-063857	CNW 190667
216	MMVA-063863	NAHX-063863	CNW 190673
217	MMVA-063869	NAHX-063869	CNW 190679
218	MMVA-063873	NAHX-063873	CNW 190683
219	MMVA-063875	NAHX-063875	CNW 190685
220	MMVA-063878	NAHX-063878	CNW 190688

Line No.	Car I.D.	Old Car I.D.	Earliest Car Number
221	MMVA-063922	NAHX-063922	CNW 190732
222	MMVA-063940	NAHX-063940	CNW 190750
223	MMVA-063954	NAHX-063954	CNW 190764
224	MMVA-064176	NAHX-064176	CNW 190986
225	MMVA-064178	NAHX-064178	CNW 190988
226	MMVA-064179	NAHX-064179	CNW 190989
227	MMVA-064202	NAHX-064202	RACN 064202
228	MMVA-064209	NAHX-064209	RACN 064209
229	MMVA-064214	NAHX-064214	RACN 064214
230	MMVA-064215	NAHX-064215	RACN 064215
231	MMVA-064219	NAHX-064219	RACN 064219
232	MMVA-064222	NAHX-064222	RACN 064222
233	MMVA-064231	NAHX-064231	RACN 064231
234	MMVA-485310	NAHX-485310	
235	MMVA-485312	NAHX-485312	
236	MMVA-485315	NAHX-485315	
237	MMVA-485318	NAHX-485318	
238	MMVA-485322	NAHX-485322	
239	MMVA-485323	NAHX-485323	
240	MMVA-485324	NAHX-485324	
241	MMVA-485325	NAHX-485325	
242	MMVA-485329	NAHX-485329	
243	MMVA-485330	NAHX-485330	
244	MMVA-485331	NAHX-485331	
245	MMVA-485335	NAHX-485335	
246	MMVA-485337	NAHX-485337	
247	MMVA-485338	NAHX-485338	
248	MMVA-485339	NAHX-485339	
249	MMVA-485342	NAHX-485342	
250	MMVA-485343	NAHX-485343	
251	MMVA-485344	NAHX-485344	
252	MMVA-485346	NAHX-485346	
253	MMVA-485348	NAHX-485348	
254	MMVA-485349	NAHX-485349	
255	MMVA-485350	NAHX-485350	
256	MMVA-485352	NAHX-485352	
257	MMVA-485353	NAHX-485353	
258	MMVA-485355	NAHX-485355	
259	MMVA-485356	NAHX-485356	
260	MMVA-485357	NAHX-485357	
261	MMVA-485358	NAHX-485358	
262	MMVA-485360	NAHX-485360	
263	MMVA-485361	NAHX-485361	
264	MMVA-485365	NAHX-485365	
265	MMVA-485367	NAHX-485367	
266	MMVA-485369	NAHX-485369	
267	MMVA-485370	NAHX-485370	
268	MMVA-485371	NAHX-485371	
269	MMVA-485372	NAHX-485372	
270	MMVA-485373	NAHX-485373	
271	MMVA-485374	NAHX-485374	
272	MMVA-485375	NAHX-485375	
273	MMVA-485377	NAHX-485377	
274	MMVA-485378	NAHX-485378	
275	MMVA-485379	NAHX-485379	

Line No.	Car I.D.	Old Car I.D.
276	MWVA-485384	NAHX-485384
277	MWVA-485387	NAHX-485387
278	MWVA-485389	NAHX-485389
279	MWVA-485393	NAHX-485393
280	MWVA-485394	NAHX-485394
281	MWVA-485395	NAHX-485395
282	MWVA-485397	NAHX-485397
283	MWVA-485399	NAHX-485399
284	MWVA-485400	NAHX-485400
285	MWVA-485405	NAHX-485405
286	MWVA-029500	
287	NAHX-029501	
288	NAHX-029502	
289	NAHX-029503	
290	NAHX-029504	
291	NAHX-059850	
292	NAHX-059851	
293	NAHX-059852	
294	NAHX-059853	
295	NAHX-059854	
296	NAHX-059855	
297	NAHX-059856	
298	NAHX-059857	
299	NAHX-059858	
300	NAHX-059859	
301	NAHX-059860	
302	NAHX-059861	
303	NAHX-059862	
304	NAHX-059863	
305	NAHX-059864	
306	NAHX-059865	
307	NAHX-059866	
308	NAHX-059867	
309	NAHX-059868	
310	NAHX-059869	
311	NAHX-059870	
312	NAHX-059871	
313	NAHX-059872	
314	NAHX-059873	
315	NAHX-059874	
316	NAHX-059875	
317	NAHX-059876	
318	NAHX-059877	
319	NAHX-059878	
320	NAHX-059879	
321	NAHX-059880	
322	NAHX-059881	
323	NAHX-059882	
324	NAHX-059883	
325	NAHX-059884	
326	NAHX-059885	
327	NAHX-059886	
328	NAHX-059887	
329	NAHX-059888	
330	NAHX-059889	

"Schedule A"

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Line No.	Car I.D.	Old Car I.D.
331	NAHX-059890	
332	NAHX-059891	
333	NAHX-059892	
334	NAHX-059893	
335	NAHX-059894	
336	NAHX-059895	
337	NAHX-059896	
338	NAHX-059897	
339	NAHX-059898	
340	NAHX-059899	
341	NAHX-060097	
342	NAHX-060098	
343	NAHX-060099	
344	NAHX-060100	
345	NAHX-060101	
346	NAHX-060102	
347	NAHX-060103	
348	NAHX-060104	
349	NAHX-060105	
350	NAHX-060106	
351	NAHX-060107	
352	NAHX-060108	
353	NAHX-060109	
354	NAHX-060111	
355	NAHX-060112	
356	NAHX-060113	
357	NAHX-060115	
358	NAHX-060116	
359	NAHX-060117	
360	NAHX-060118	
361	NAHX-060120	
362	NAHX-060121	
363	NAHX-060124	
364	NAHX-060126	
365	NAHX-060127	
366	NAHX-060128	
367	NAHX-060129	
368	NAHX-060130	
369	NAHX-060131	
370	NAHX-060132	
371	NAHX-060133	
372	NAHX-060134	
373	NAHX-060135	
374	NAHX-060138	
375	NAHX-060139	
376	NAHX-060140	
377	NAHX-060141	
378	NAHX-060142	
379	NAHX-060143	
380	NAHX-060147	
381	NAHX-060152	
382	NAHX-060153	
383	NAHX-060154	
384	NAHX-060155	
385	NAHX-060408	

Line No.	Car I.D.	Old Car I.D.
386	NAHX-060409	
387	NAHX-060410	
388	NAHX-060411	
389	NAHX-060412	
390	NAHX-060413	
391	NAHX-060414	
392	NAHX-060415	
393	NAHX-060416	
394	NAHX-060417	
395	NAHX-060418	
396	NAHX-060419	
397	NAHX-060420	
398	NAHX-060421	
399	NAHX-060422	
400	NAHX-060423	
401	NAHX-060424	
402	NAHX-060425	
403	NAHX-060426	
404	NAHX-060427	
405	NAHX-060428	
406	NAHX-060429	
407	NAHX-060430	
408	NAHX-060431	
409	NAHX-060432	
410	NAHX-060433	
411	NAHX-060434	
412	NAHX-060435	
413	NAHX-060436	
414	NAHX-060437	
415	NAHX-060438	
416	NAHX-060439	
417	NAHX-060440	
418	NAHX-060441	
419	NAHX-060442	
420	NAHX-060443	
421	NAHX-060444	
422	NAHX-060445	
423	NAHX-060446	
424	NAHX-060447	
425	NAHX-060448	
426	NAHX-060449	
427	NAHX-060450	
428	NAHX-060451	
429	NAHX-060452	
430	NAHX-060453	
431	NAHX-060454	
432	NAHX-060455	
433	NAHX-060456	
434	NAHX-060457	
435	NAHX-060458	
436	NAHX-060459	
437	NAHX-060460	
438	NAHX-060461	
439	NAHX-060462	
440	NAHX-060463	

Line No. Car I.D. Old Car I.D.

Earliest
Car Number

441	NAHX-060487			
442	NAHX-060488			
443	NAHX-060489			
444	NAHX-060490			
445	NAHX-060491			
446	NAHX-060492			
447	NAHX-063007			
448	NAHX-063009			
449	NAHX-063011			
450	NAHX-063012			
451	NAHX-063013	CNW -190006	CNW	190000
452	NAHX-063014		CNW	190002
453	NAHX-063016		CNW	190009
454	NAHX-063018		CNW	190011
455	NAHX-063022		CNW	190015
456	NAHX-063032		CNW	190025
457	NAHX-063033	CNW -190026	CNW	190029
458	NAHX-063036		CNW	190037
459	NAHX-063037	CNW -190030	CNW	190039
460	NAHX-063044		CNW	190041
461	NAHX-063046		CNW	190042
463	NAHX-063048		CNW	190044
464	NAHX-063049		CNW	190045
465	NAHX-063051		CNW	190055
466	NAHX-063052	CNW -190055	CNW	190058
467	NAHX-063062		CNW	190066
468	NAHX-063065		CNW	190073
469	NAHX-063073		CNW	190077
470	NAHX-063080		CNW	190079
471	NAHX-063081	CNW -190074	CNW	190080
472	NAHX-063084		CNW	190086
473	NAHX-063085	CNW -190078	CNW	190094
474	NAHX-063086		CNW	190099
475	NAHX-063087		CNW	190101
476	NAHX-063089	CNW -190082	CNW	190102
477	NAHX-063091	CNW -190084	CNW	190103
478	NAHX-063093		CNW	190104
479	NAHX-063095	CNW -190088	CNW	190105
480	NAHX-063096	CNW -190089	CNW	190106
481	NAHX-063097	CNW -190090	CNW	190107
482	NAHX-063101		CNW	190108
483	NAHX-063228	CNW -190221	CNW	190109
484	NAHX-063231	CNW -190224	CNW	190110
485	NAHX-063232	CNW -190225	CNW	190111
486	NAHX-063234	CNW -190227	CNW	190112
487	NAHX-063236	CNW -190229	CNW	190113
488	NAHX-063694		CNW	190114
489	NAHX-063696		CNW	190115
490	NAHX-063703		CNW	190116
491	NAHX-063707		CNW	190117
492	NAHX-063710		CNW	190118
493	NAHX-063711		CNW	190119
494	NAHX-063712	CNW -190522	CNW	190120
495	NAHX-063716		CNW	190121

Line No.	Car I.D.	Old Car I.D.	Earliest Car Number
496	NAHX-063718		CNW 190528
497	NAHX-063720		CNW 190530
498	NAHX-063722		CNW 190532
499	NAHX-063726	CNW -190536	CNW 190537
500	NAHX-063727		CNW 190541
501	NAHX-063731		CNW 190542
502	NAHX-063732		CNW 190543
503	NAHX-063733		CNW 190546
504	NAHX-063736	CNW -190547	CNW 190548
505	NAHX-063737		CNW 190549
506	NAHX-063738		CNW 190550
507	NAHX-063739		CNW 190553
508	NAHX-063740	CNW -190552	CNW 190555
509	NAHX-063742		CNW 190556
510	NAHX-063743		CNW 190557
511	NAHX-063744	CNW -190554	CNW 190558
512	NAHX-063745		CNW 190559
513	NAHX-063746		CNW 190560
514	NAHX-063750		CNW 190574
515	NAHX-063754	CNW -190564	CNW 190577
516	NAHX-063764		CNW 190580
517	NAHX-063767		CNW 190583
518	NAHX-063770		CNW 190588
519	NAHX-063773		CNW 190595
520	NAHX-063778		CNW 190603
521	NAHX-063785		CNW 190605
522	NAHX-063793		CNW 190609
523	NAHX-063795		CNW 190612
524	NAHX-063799		CNW 190622
525	NAHX-063801	CNW -190611	CNW 190624
526	NAHX-063802		CNW 190634
527	NAHX-063812		CNW 190639
528	NAHX-063814		CNW 190641
529	NAHX-063824		CNW 190649
530	NAHX-063827	CNW -190637	CNW 190684
531	NAHX-063829		CNW 190686
532	NAHX-063831		CNW 190715
533	NAHX-063839		CNW 190717
534	NAHX-063841	CNW -190651	CNW 190730
535	NAHX-063846	CNW -190656	CNW 190735
536	NAHX-063855	CNW -190665	CNW 190741
537	NAHX-063872	CNW -190682	CNW 190744
538	NAHX-063874		CNW 190748
539	NAHX-063876		
540	NAHX-063905		
541	NAHX-063907		
542	NAHX-063913	CNW -190723	
543	NAHX-063917	CNW -190727	
544	NAHX-063920		
545	NAHX-063925		
546	NAHX-063930	CNW -190740	
547	NAHX-063931		
548	NAHX-063932	CNW -190742	
549	NAHX-063934		
550	NAHX-063938		

Line No.	Car I.D.	Old Car I.D.	Earliest Car Number
551	NAHX-063939	CNM -190753	CNM 190749
552	NAHX-063943	CNM -190756	CNM 190769
553	NAHX-063946	CNM -190756	CNM 190769
554	NAHX-063959	CNM -190984	CNM 190769
555	NAHX-064174	CNM -190991	CNM 190769
556	NAHX-064181	CNM -190991	CNM 190769
557	NAHX-064182	CNM -190992	CNM 190769
558	NAHX-064185	CNM -190992	CNM 190769
559	NAHX-064203	CNM -190992	CNM 190769
560	NAHX-064204	CNM -190992	CNM 190769
561	NAHX-064205	CNM -190992	CNM 190769
562	NAHX-064206	CNM -190992	CNM 190769
563	NAHX-064207	CNM -190992	CNM 190769
564	NAHX-064208	CNM -190992	CNM 190769
565	NAHX-064210	CNM -190992	CNM 190769
566	NAHX-064211	CNM -190992	CNM 190769
567	NAHX-064212	CNM -190992	CNM 190769
568	NAHX-064213	CNM -190992	CNM 190769
569	NAHX-064216	CNM -190992	CNM 190769
570	NAHX-064217	CNM -190992	CNM 190769
571	NAHX-064218	CNM -190992	CNM 190769
572	NAHX-064220	CNM -190992	CNM 190769
573	NAHX-064221	CNM -190992	CNM 190769
574	NAHX-064223	CNM -190992	CNM 190769
575	NAHX-064224	CNM -190992	CNM 190769
576	NAHX-064225	CNM -190992	CNM 190769
577	NAHX-064226	CNM -190992	CNM 190769
578	NAHX-064227	CNM -190992	CNM 190769
579	NAHX-064229	CNM -190992	CNM 190769
580	NAHX-064230	CNM -190992	CNM 190769
581	NAHX-190018	PARY-190018	RACN 064230
582	NAHX-190033	PARY-190033	RACN 064230
583	NAHX-190036	PARY-190036	RACN 064230
584	NAHX-190048	PARY-190048	RACN 064230
585	NAHX-190063	PARY-190063	RACN 064230
586	NAHX-190076	PARY-190076	RACN 064230
587	NAHX-190092	PARY-190092	RACN 064230
588	NAHX-190096	PARY-190096	RACN 064230
589	NAHX-190210	PARY-190210	RACN 064230
590	NAHX-190216	PARY-190216	RACN 064230
591	NAHX-190509	PARY-190509	RACN 064230
592	NAHX-190510	PARY-190510	RACN 064230
593	NAHX-190514	PARY-190514	RACN 064230
594	NAHX-190515	PARY-190515	RACN 064230
595	NAHX-190524	PARY-190524	RACN 064230
596	NAHX-190525	PARY-190525	RACN 064230
597	NAHX-190529	PARY-190529	RACN 064230
598	NAHX-190535	PARY-190535	RACN 064230
599	NAHX-190539	PARY-190539	RACN 064230
600	NAHX-190551	PARY-190551	RACN 064230
601	NAHX-190561	PARY-190561	RACN 064230
602	NAHX-190568	PARY-190568	RACN 064230
603	NAHX-190579	PARY-190579	RACN 064230
604	NAHX-190600	PARY-190600	RACN 064230
LNE	NAHX-190614	PARY-190614	RACN 064230

Line No.	Car I.D.	Old Car I.D.	Earliest Car Number
606	NAHX-190617	PARY-190617	CNW 190617
607	NAHX-190629	PARY-190629	CNW 190629
608	NAHX-190638	PARY-190638	CNW 190638
609	NAHX-190644	PARY-190644	CNW 190644
610	NAHX-190645	PARY-190645	CNW 190645
611	NAHX-190646	PARY-190646	CNW 190646
612	NAHX-190663	PARY-190663	CNW 190663
613	NAHX-190669	PARY-190669	CNW 190669
614	NAHX-190726	PARY-190726	CNW 190726
615	NAHX-190738	PARY-190738	CNW 190738
616	NAHX-190746	PARY-190746	CNW 190746
617	NAHX-190747	PARY-190747	CNW 190747
618	NAHX-190755	PARY-190755	CNW 190755
619	NAHX-190770	PARY-190770	CNW 190770
620	NAHX-390273		
621	NAHX-390274		
622	NAHX-390275		
623	NAHX-390276		
624	NAHX-390277		
625	NAHX-390278		
626	NAHX-390279		
627	NAHX-390280		
628	NAHX-390281		
629	NAHX-390282		
630	NAHX-390283		
631	NAHX-390284		
632	NAHX-390285		
633	NAHX-390286		
634	NAHX-390287		
635	NAHX-390288		
636	NAHX-390289		
637	NAHX-390290		
638	NAHX-390291		
639	NAHX-390292		
640	NAHX-390293		
641	NAHX-390294		
642	NAHX-390295		
643	NAHX-390296		
644	NAHX-390297		
645	NAHX-390298		
646	NAHX-390299		
647	NAHX-390300		
648	NAHX-485306		
649	NAHX-485307		
650	NAHX-485308		
651	NAHX-485309		
652	NAHX-485313		
653	NAHX-485314		
654	NAHX-485316		
655	NAHX-485317		
656	NAHX-485319		
657	NAHX-485320		
658	NAHX-485321		
659	NAHX-485326		
660	NAHX-485327		

Line No. Car I.D. Old Car I.D.

661	NAHX-485328	
662	NAHX-485332	
663	NAHX-485333	
664	NAHX-485334	
665	NAHX-485336	
666	NAHX-485340	
667	NAHX-485341	
668	NAHX-485345	
669	NAHX-485347	
670	NAHX-485351	
671	NAHX-485354	
672	NAHX-485359	
673	NAHX-485362	
674	NAHX-485363	
675	NAHX-485366	
676	NAHX-485368	
677	NAHX-485376	
678	NAHX-485380	
679	NAHX-485381	
680	NAHX-485382	
681	NAHX-485383	
682	NAHX-485385	
683	NAHX-485386	
684	NAHX-485388	
685	NAHX-485392	
686	NAHX-485396	
687	NAHX-485398	
688	NAHX-485401	
689	NAHX-485402	
690	NAHX-485403	
691	NAHX-485404	
692	NAHX-485564	
693	NAHX-485565	
694	NAHX-485566	
695	NAHX-485567	
696	NAHX-485568	
697	NAHX-485569	
698	NAHX-485570	
699	NAHX-485571	
700	NAHX-485572	
701	NAHX-485573	
702	NAHX-485574	
703	NAHX-485575	
704	NAHX-485576	
705	NAHX-485577	
706	NAHX-485578	
707	NAHX-485579	
708	NAHX-485580	
709	NAHX-485581	
710	NAHX-485582	
711	NAHX-485583	
712	NAHX-485584	
713	NAHX-485585	
714	NAHX-485586	
715	NAHX-485587	

Line No. Car I.U. Old Car I.U. Earliest Car Number

716	NAHX-485388		
717	NAHX-485389		
718	NAHX-485390		
719	NAHX-485391		
720	NAHX-485392		
721	NAHX-485393		
722	NAHX-485394		
723	NAHX-485395		
724	NAHX-485396		
725	NAHX-486336		
726	NAHX-486337		
727	NAHX-486338		
728	NAHX-550006		
729	NAHX-550007		
730	NAHX-550020		
731	NAHX-550062		
732	NAHX-550063		
733	NAHX-550066		
734	NAHX-550068		
735	NAHX-550069		
736	PARY-190636		

CNW 190636

Total Cars: 734

Line No. Car I.D. Old Car I.D.

1	NATX-077318	
2	NATX-077319	
3	NATX-077320	
4	NATX-077321	
5	NATX-077322	
6	NATX-077323	
7	NATX-077324	
8	NATX-077325	
9	NATX-077326	

Total Cars: 9

Interstate Commerce Commission

Washington, D.C. 20423

9/22/86

OFFICE OF THE SECRETARY

Charles T. Kappler, Esq.

Alvord & Alvord

918 16th St. N.W.

Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/22/86 at 12:45pm, and assigned re-recording number(s) . 35056.

Sincerely yours,

Norata L. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

_____)
District of _____)
Columbia _____) ss.
_____)

RECORDATION NO. 1505 *5*
Filed & Recorded
SEP 22 1986 12-4 5 PM
INTERSTATE COMMERCE COMMISSION

On this twenty-second day of September 1986, the undersigned Notary Public says that she/~~he~~ has compared the attached copy to the original of a Railcar Lease Agreement, dated as of September 19, 1986, between Chase Manhattan Leasing Company, a Division of Chase Commercial Corporation, Lessor, and General Electric Railcar Services Corporation, and such copy is complete and identical in all respects to the original document.

(SEAL)

Audrey O. Greaver
Notary Public

My commission expires on Jan. 31, 1991

SEP 22 1985 12- 4 5 PM

Exhibit CINTERSTATE COMMERCE COMMISSION
RAILCAR LEASE AGREEMENT

THIS LEASE, made as of the 19th day of September, 1986, by and between Chase Manhattan Leasing Company, a Division of Chase Commercial Corporation, a Delaware corporation, having its principal office at 560 Sylvan Avenue, Englewood Cliffs, New Jersey 07632, (the "Lessor"), and General Electric Railcar Services Corporation, a Delaware corporation, having its principal office at 33 West Monroe Street, Chicago, Illinois 60603 (the "Lessee").

W I T N E S S E T H :

WHEREAS, the Lessor has entered into a Railcar Purchase Agreement, dated the date hereof (the "Purchase Agreement") with Connell Finance Company, Inc. as the Seller, and the Lessee, pursuant to which the Lessor purchased the Cars (as defined below); and

WHEREAS, the Lessee desires to lease the Cars from the Lessor, pursuant to the provisions contained herein; and

WHEREAS, General Electric Credit Corporation ("GECC"), the direct or indirect record and beneficial owner of all the issued and outstanding capital stock of the Lessee, is executing a Guaranty, under which GECC guarantees the obligations of the Lessee hereunder.

NOW, THEREFORE, in consideration of the premises and the rentals to be paid and the covenants herein contained, the parties hereto hereby agree as follows:

1. Lease.

(a) Upon the terms and conditions set forth herein, the Lessor hereby leases to the Lessee, and the Lessee hereby leases and hires from the Lessor and acknowledges delivery of, the railroad tank and hopper cars more particularly described in Schedule A hereto (each, a "Car" and, collectively, the "Cars"), subject to the end-user leases described on Schedule B hereto (the "End-User Leases"), and the Hopper Car Agreement and the Tank Car Agreement described on Schedule C hereto (collectively the "TBT Agreements"), for a term (the "Lease Term") commencing on the date hereof and terminating on November 6, 2002 (the "Base Lease Term"). Lessee shall have the option, exercisable not less than 90

days before the expiration of the Base Lease Term, to renew this lease for a period of between one and four years at then fair rental value. The lease of the Cars by the Lessor to the Lessee hereunder shall be a net lease, under which (a) the Lessee shall be responsible for and shall discharge all costs, charges and expenses incurred in respect of, or otherwise relating to, the Cars or their operation and use during the Lease Term (including, but not limited to, all maintenance and insurance expenses and personal property and use taxes) and (b) the Lessee shall be entitled to receive and retain all rentals from the End-User Leases, sublease rentals, mileage payments and other revenues received in respect of, and proceeds from, the Cars during the Lease Term.

(b) The Lessee's obligation to pay all rentals and other amounts due to be paid by the Lessee hereunder shall be absolute and unconditional, and, except as expressly provided herein, this Lease shall continue during the Lease Term and shall not terminate, nor shall the respective obligations of the Lessee or the Lessor be otherwise affected, by reason of any defect in or damage to or loss of possession or loss of use of all or any of the Cars from whatsoever cause, any liens, encumbrances or rights of others with respect to any Car, the prohibition of or other restriction against the Lessee's use or possession of the Cars, the interference with such use or possession by any person or entity or for any other cause whether similar or dissimilar to the foregoing, it being the intention of the parties hereto that the rents and other amounts payable by the Lessee to the Lessor hereunder shall continue to be payable in all events in the manner and at the times herein provided unless such obligation to pay the same shall be terminated pursuant to the provisions contained herein.

2. Rentals.

Subject to the provisions of Sections 3 and 4(e) hereof, the Lessee agrees to pay to the Lessor, as rental for the use of the Cars hereunder, thirty two (32) semi-annual rental payments in arrears commencing on May 6, 1987. Rental factors shall be adjusted at four (4) year intervals according to the formula outlined below. An interim rental from the funding date through November 6, 1986 is payable on November 6, 1986 at the daily equivalent rate of the first four (4) year interval. Rental payments for the first four (4) year period expressed as a percentage of equipment cost is 5.8941%. Rental payments for each

subsequent four (4) year interval (prior to taking into account the following sentence) shall be calculated on April 6, 1991, April 6, 1995 and April 6, 1999 (each called an "adjustment date"), by determining the level payment required on a semi-annual basis to repay an amount equal to the product of \$5,600,000 and the Stipulated Loss Value (expressed as a percentage) as of the rental payment date immediately preceding the adjustment date, assuming the number of semi-annual payments in arrears remaining in the Base Lease Term at an interest rate equal to .5 times the sum of (1) 1.90% and (2) the average weekly four-year (4) United States Treasury Note annual yield as reflected on a daily basis in the Federal Reserve Statistical Release 415 (519) for the week preceding such adjustment date. In the event that a Casualty Occurrence (as defined in Section 4(e)) occurs, rental payments due after the next succeeding rental payment date shall be reduced by the rental payment otherwise allocable to such Car on a pro-rata basis. As the rental payments are adjusted, the Stipulated Loss Values set forth on Schedule D for each interval shall be recomputed to reflect such adjustments, using the same assumptions and methods used in computing the original Stipulated Loss Values.

3. The Lessor's Right to Perform. If the Lessee fails to perform or comply with any of the provisions contained herein applicable thereto, the Lessor, upon notice to the Lessee, may itself perform or comply with such provisions, and the amount of the reasonable out-of-pocket costs and expenses of the Lessor incurred in connection with such performance or compliance shall be payable by the Lessee to the Lessor upon demand therefor. No such performance or compliance shall be deemed to be a waiver of the rights and remedies of the Lessor against the Lessee hereunder.

4. Maintenance, Insurance and Loss.

(a) The Lessee agrees to maintain each of the Cars in good condition and repair according to the Interchange Rules of the Association of American Railroads ("AAR"). Replacement or repair by the Lessee of any parts, equipment, and/or accessories on any of the Cars shall be with parts, equipment, and accessories that are of like kind and of at least equal quality to those being replaced or repaired unless otherwise agreed to in writing by the Lessor.

(b) The Lessee shall, at all times during the Lease Term (including any renewal period), at its own

expense, cause to be carried and maintained (i) property insurance in respect of the Cars at the time subject hereto; provided, however, that the Lessee may self-insure such Cars; and (ii) public liability insurance with respect to third party personal and property damage, naming the Lessor as an additional insured and as a loss payee to the extent of its interest; and the Lessee shall continue to carry such insurance with such deductibles, in such amounts and against (i) such risks and with such insurance companies as is consistent with prudent industry practice, but in any event, with no greater deductibles and at least comparable in amounts and (ii) risks customarily insured against by the Lessee in respect of equipment owned or leased by it similar in nature to the Cars.

(c) The Lessee, at its own cost and expense, may from time to time make such additions, modifications and improvements to any Car during the term of this Lease as are readily removable without causing material damage to such Car. The Lessee may remove such addition, modification or improvement before such Car is returned to the Lessor, and the Lessee shall thereafter own such addition, modification or improvement. The Lessee shall repair all damage to such Car resulting from such installation and removal so as to restore such Car to the condition in which it existed prior to the installation of such addition, modification or improvement (ordinary wear and tear excepted). If the Lessor so agrees, the Lessee shall not be required to remove any addition, modification or improvement if the retention of such addition, modification or improvement will not adversely affect the operating capabilities of such Car in the possession of the Lessor. Any addition, modification or improvement not so removed shall be the property of the Lessor.

(d) Any and all parts installed on and additions, modifications, improvements and replacements made to any Car which are not readily removable without causing material damage to such Car and which are required for the operation or use of such Car by the Interchange Rules of the AAR or the regulations of the Interstate Commerce Commission, the Department of Transportation or any other applicable regulatory body, shall constitute accessions to such Car; and full ownership thereof, free from any lien, charge, security interest or encumbrance, shall immediately be vested in the Lessor as its interests may appear in the Car itself.

(e) In the event that any of the Cars shall be lost, stolen, destroyed or, in the reasonable good faith opinion of the Lessee, irreparably damaged from any cause whatsoever during the Lease Term or title or use of any Car shall be taken or requisitioned by any governmental entity by condemnation or otherwise (a "Casualty Occurrence"), the Lessee shall promptly notify the Lessor of such occurrence and pay to the Lessor on the next succeeding rental payment date, in addition to the rent then due, an amount equal to the Stipulated Loss Value of such Car on such date as set forth on Schedule D, whereupon this Lease shall be deemed amended so that such Car shall not be subject hereto and the rent payable hereunder shall be reduced by a percentage equal to the percentage which the Stipulated Loss Value of such Car bears to the aggregate Stipulated Loss Value of all of the Cars then subject to this Lease. Such payment having been made by Lessee, the Lessor shall be entitled to receive and retain for its own account all sales or insurance proceeds, AAR settlements, or condemnation or requisition payments in respect of such Car in excess of the Stipulated Loss Value. The Lessor hereby appoints the Lessee its agent to sell, transfer, convey or otherwise dispose of any Car suffering a Casualty Occurrence during and after the Lease Term on terms and conditions acceptable to the Lessee, in its sole discretion.

5. Governmental and Industrial Regulations. The Lessee agrees to comply in all material respects with all governmental laws, rules, regulations, and requirements, and with the Interchange Rules of the AAR, with respect to the use and operation of each of the Cars during the Lease Term; provided, however, that the Lessee may, at its own expense, in good faith, contest the validity or application of any such law, rule, regulation or requirement in any reasonable manner which does not adversely affect the interests of the Lessor hereunder.

6. Disclaimer of Warranties. THE LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE CARS, THEIR MERCHANTABILITY, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, INFRINGEMENT OR OTHERWISE. The Lessor hereby irrevocably appoints the Lessee its agent and attorney-in-fact during the term of this Lease to assert and enforce from time to time, in the name of and for the account of the Lessor and/or the Lessee, as their interests may appear, at the Lessee's sole cost and expense, whatever claims and rights the Lessor may have under the provisions of any manufacturer's warranty. The Lessor shall not

have any responsibility or liability to the Lessee or any other person with respect to any of the following: (i) any liability (including, without limitation, strict liability in tort or otherwise), loss or damage caused or alleged to be caused directly or indirectly by any Cars, or by any inadequacy thereof, or deficiency or defect therein or by any other circumstances in connection therewith; (ii) the use, operation or performance of any Cars, or any risks relating thereto; (iii) any interruption of service, loss of business, or anticipated profits or consequential damages; or (iv) the delivery, operation, servicing, maintenance, repair, improvement or replacement of any Car.

7. Default. It is mutually agreed that the time of payment of rent is of the essence of this Lease and that if:

(a) the Lessee shall default in the payment of rent at the time when such rent shall be due and payable, and such default shall continue for 5 days after receiving written notice thereof from the Lessor; or

(b) the Lessee shall default in the performance or observance of any of the other agreements herein contained and by the Lessee to be performed or observed, and such default shall continue for 30 days after receiving written notice thereof from the Lessor; or

(c) any representation and warranty made by the Lessee herein proves untrue in any material respect; or

(d) there shall be filed by or against the Lessee a petition in bankruptcy or for reorganization under the Bankruptcy Code, and such petition shall not be dismissed within sixty (60) days thereafter; or

(e) there shall be a receiver appointed for any part of the Lessee's property; and

(f) the Lessee shall make a general assignment for the benefit of creditors,

then and in any of such events (each an "Event of Default"), for so long as such events shall be continuing and not be cured by the Lessee or GECC, the Lessor, at its election, may, upon 10 days prior written notice to the Lessee and

GECC, terminate this Lease and repossess any or all of the Cars, and this Lease shall thereupon become and be terminated; but the Lessor shall, nevertheless, have a right to recover from the Lessee any and all amounts which under the terms of this Lease may be then due or which may have accrued to the date of such termination (computing the rental for any number of days less than a full rental period by multiplying the rental for such full rental period by a fraction of which the numerator is such number of days and the denominator is the total number of days in such full rental period) and also to recover forthwith from the Lessee, as damages for loss of the bargain and not as a penalty, whichever of the following amounts that the Lessor, in its sole discretion, shall specify:

(i) a sum, with respect to each Car, which represents (x) the excess of the present value of all rentals hereunder remaining unpaid at the time of such termination (assuming all future rentals would remain constant), over the then present value of the rentals determined (at the expense of the Lessor) by an independent appraiser to be obtainable for such Car ("present value" in each case to be computed on the basis of a 10.0% per annum discount, computed semiannually for the respective dates upon which rentals would have been payable hereunder had this Lease not been terminated) or, if such Car is sold, the net proceeds of the sale, plus (y) any damages and expenses, including reasonable attorneys' fees, in addition thereto which the Lessor shall have sustained by reason of the breach of any covenant, representation or warranty of this Lease other than for the payment of rental; or

(ii) the sum of (x) an amount, as liquidated damages for loss of a bargain and not as a penalty, equal to the excess, if any, of the Stipulated Loss Value as of the rental payment date on or next preceding the date of termination (or as of the first rental payment date, if such termination occurs prior thereto) over the amount determined by an independent appraiser (at the Lessee's expense) to be the fair market sales value of such Car at such time plus (y) any amounts described in clause (i)(y) above;

provided, however, that in the event the Lessor shall have sold any Car, the Lessor, in lieu of collecting any amounts payable by the Lessee pursuant to the preceding clause (ii)(x) with respect to such Car, may demand that the Lessee

pay to the Lessor on the date of such sale, as liquidated damages for loss of a bargain and not as a penalty, an amount equal to the excess, if any, of the Stipulated Loss Value for such Car as of the rental payment date on or next preceding the date of termination (or as of the first rental payment date, if such termination occurs prior thereto) over the net proceeds of such sale. The rights and remedies herein given to the Lessor are cumulative and shall in no way limit its rights and remedies given or provided by law or in equity.

8. Tax Indemnity.

(a) Indemnity. The Lessee hereby assumes liability for, and hereby agrees (in respect of any period occurring during the Lease Term) to indemnify, protect, save and hold harmless, on an After-Tax Basis (as defined below), the Lessor from and against any and all Taxes (as defined below) imposed on or with respect to the Lessor, the Lessee, the Cars, or any portion thereof or interest therein by any Federal, state or local government or other taxing authority in the United States or by any foreign government or subdivision or taxing authority thereof upon, or with respect to or as a result (in whole or in part) of, any of the following: (i) the ownership, financing, acquisition, delivery, nondelivery, transport, repossession, operation, use, condition, maintenance, repair, sale, dismantling, return, abandonment, preparation, installation, storage, replacement, redelivery, leasing, subleasing, modification, transfer of title, rebuilding, rental, importation, exportation or other application or disposition of, or the imposition of any lien, mortgage, deed of trust, encumbrance, pledge, charge, easement, servitude, rights of others or security interest of any kind (a "Lien"), or incurrence of any liability to refund or pay over any amount as a result of any such Lien, on the Cars, or any portion thereof or interest therein, (ii) the payment of rent or the receipt of earnings arising from or received with respect to the Cars, or any portion thereof or any interest therein or any applications or dispositions thereof, (iii) the Cars, or any portion thereof or any interest therein or the applicability of this Lease to the Cars or such portion thereof or such interest therein, (iv) the TBT Agreements and (v) any other aspect of the transactions contemplated by this Lease, the Purchase Agreement or the TBT Agreements; provided, however, that the Lessee shall not, under this Section 8, assume liability for or indemnify Lessor from:

(i) federal income taxes and state, local and foreign income, franchise, gross receipts and similar doing business taxes;

(ii) any Tax which has not been paid and which is being contested in accordance with the provisions of Section 8(c) hereof, during the pendency of such contest;

(iii) any Tax that is imposed on the Lessor as a result of the Lessor's gross negligence or willful misconduct (other than gross negligence or willful misconduct imputed to the Lessor solely by reason of its interest in the Cars);

(iv) so long as no Event of Default (as defined above) shall have occurred and be continuing, any Tax arising from any act, event or omission that occurs after the expiration of the stated term of this Lease (including any renewal period) and the return of the Cars pursuant to Section 12 hereof, if applicable, (other than any act or omission of, or any event attributable to, the Lessee or any affiliate, agent, transferee or assignee thereof), but not Taxes relating to or arising from any act, event or omission occurring on or before such expiration;

(v) any Tax that results from the Lessor engaging, with respect to the Cars, in transactions other than those contemplated by this Lease (including as a contemplated transaction a voluntary sale of one or more Cars);

(vi) during the Lease Term, Taxes upon any transfer by the Lessor of any interest in the Cars or any interest arising under this Lease or under the TBT Agreements, or any transfer of any interest in the Lessor; provided, however, that this exception shall not be applicable where the Lessor is exercising its remedies under Section 7; and

(vii) any penalties or additions to Tax resulting in whole or in part from a failure of the Lessor to file a return that is timely, unless such failure results from the failure of the Lessee to satisfy the requirements set forth in Section 8(e) hereof.

(b) Definitions. For purposes of this Section 8 and Section 9:

(i) The term "Lessor" shall include any affiliated group of which Lessor is, or may become, a member if consolidated, joint or combined tax returns are filed for such affiliated group for Federal, state or local income tax purposes.

(ii) "After-Tax Basis" shall mean, with respect to any indemnified amount, the payment to be received (actually or constructively) by the Lessor, which payment after deduction of all Taxes (including federal taxes) resulting from its receipt or accrual (actual or constructive) shall be equal to the excess of the indemnified amount over any Tax savings realized by the Lessor in the same period as a result of having paid or accrued (actually or constructively) the item that gave rise to the indemnification or such Taxes being indemnified against, with appropriate adjustment for Tax savings realized in future periods.

(iii) The term "Tax" or "Taxes" shall mean any and all fees (including, without limitation, documentation, license and registration fees), taxes (including, without limitation, income (including net income and gross income), gross receipts, value-added, sales, use, excise, property (personal and real, tangible and intangible) and stamp taxes), levies, imposts, duties, charges, assessments, or withholdings of any nature whatsoever, together with any and all penalties, fines, additions thereto and interest thereon.

(c) General Tax Indemnity - Contests.

(i) The Lessor shall, promptly after receiving notice (verbal or otherwise) from a governmental taxing authority (or its examining agent) of an issue that could result in a Tax that is subject to indemnification under this Section 8, notify in writing the Lessee of the existence of the question and allow the Lessee to make one or more presentations to the governmental taxing authority (or the examining agent, as the case may be), at its own expense. Such notification to the Lessee shall not of itself constitute notice for purposes of Section 8(e) and the Lessor shall not give notice for purposes of Section 8(e) until it has afforded the Lessee an opportunity to

make a presentation to the governmental taxing authority (or the examining agent, as the case may be).

(ii) If a written claim shall be made against the Lessor for any Tax that is subject to indemnification under this Section 8, the Lessor shall notify the Lessee in writing. If the basis for such claim is determined by the Lessee to have possible precedential consequences to it as a major lessor of railcars, the Lessor will consider in good faith any request by the Lessee to contest or appeal such claim. However, the Lessor, in its sole discretion, shall have the right to decide to contest or appeal such claim. In the event such claim is appealed by way of administrative proceedings, the Lessor shall allow the Lessee to make one or more presentations concerning such claim in the administrative proceedings, at its own expense. Should an adverse administrative determination with respect to such claim be issued, then, upon receipt of a written request from the Lessee, the Lessor shall attempt to have the basis for such claim reserved for resolution in a judicial proceeding provided (i) that the Lessor determines in its sole discretion that such reservation does not adversely affect the Lessor's ability to prosecute or settle any administrative proceeding the Lessor may have before such governmental taxing authority, and (ii) that the Lessor obtains the written approval of such governmental taxing authority for such reservation. Should the Lessor determine it would be adversely affected by a reservation or should the governmental taxing authority refuse to issue written approval, the Lessor shall give the Lessee notice for purposes of Section 8(e). Should the Lessor pursue the matter and obtain written approval of the reservation from the governmental taxing authority, it shall advise the Lessee and the Lessor shall commence suit upon receipt of a written request from the Lessee to that effect, which request shall include the Lessee's written agreement to indemnify the Lessor in a manner satisfactory to the Lessor for any fees, expenses, penalties, interest, additions to tax or other liabilities or losses which the Lessor may incur as a result of such judicial proceeding, and to pay the Lessor on demand all costs and expenses which the Lessor may incur in connection with such proceeding (including fees and disbursements of counsel). In addition, in the event the Lessor contests the claim by way of judicial proceedings or appeals an adverse administrative

determination with respect to such claim, control of such proceedings shall be vested in the Lessor; provided, however, that the Lessor shall consult with the Lessee throughout such proceedings and give reasonable consideration to the Lessee's requests and suggestions.

(d) General Tax Indemnity - Reports. If any report, return or statement is required to be filed with respect to any Tax that is subject to indemnification under this Section 8, the Lessee shall timely file the same (and send a copy of such report, return or statement to the Lessor) or, where not so permitted, shall notify the Lessor of such requirement and prepare and deliver such report, return or statement to the Lessor in a manner satisfactory to the Lessor and within a reasonable time prior to the time such report, return or statement is to be filed. The Lessee and the Lessor agree to provide the other with such information as may be reasonably requested or required to enable the Lessee or the Lessor, as the case may be, to fulfill its tax filing requirements with respect to the transactions contemplated by this Lease and the Railcar Purchase Agreement.

(e) General Tax Indemnity - Payment.

(i) Unless otherwise requested by the Lessor, the Lessee shall pay any Tax that is subject to indemnification under this Section 8 directly to the appropriate taxing authority and shall pay to the Lessor promptly on demand in immediately available funds any amount due the Lessor pursuant to the provisions of this Section 8 with respect to such Tax. Any such demand shall specify in reasonable detail the payment and the facts upon which the right to payment is based. The Lessor shall promptly forward to the Lessee any notice, bill or advice received by it concerning any Tax subject to indemnification under this Section 8. Within 30 days after the date of each payment by the Lessee of any Tax, the Lessee shall furnish the Lessor with the original or a certified copy of a receipt for the payment of such Tax by the Lessee or such other evidence of payment of such Tax as is acceptable to the Lessor. The Lessee shall also furnish promptly upon request such data as the Lessor may require to enable the Lessor to comply with the requirements of any taxing jurisdiction. Any amount payable to the Lessee by the Lessor pursuant to this Section 8 shall be payable in immediately available funds promptly upon the receipt or accrual by the Lessor

of the refund or Tax savings, as the case may be, and, in the case of a Tax savings, in no event later than the date on which the Tax return which reflects such Tax savings is required to be filed (whether in the normal course or pursuant to any properly requested and allowed extensions of a filing date).

(ii) If the Lessor shall obtain a refund of all or any part of such Tax, fee or other charge paid by the Lessee or for which the Lessee shall have reimbursed the Lessor, the Lessor shall pay promptly to the Lessee an amount equal to the sum of (1) the amount of such refund reduced by the Taxes imposed on the Lessor or by reason of the receipt or accrual of such refund and (2) the amount of Taxes saved by the Lessor by reason of the deduction of its payment over to the Lessee of the sum of amounts in clause (1) and this clause (2). If, in addition to such refund, the Lessor shall receive an amount representing interest on the amount of such refund, the Lessor shall pay promptly to the Lessee an amount equal to the sum of (1) the amount of such interest (other than interest for the period, if any, beginning on the date on which such Tax was paid by the Lessor and ending on the date on which such Tax was paid or reimbursed by the Lessee) reduced by the Taxes imposed on the Lessor by reason of the receipt of such interest and (2) the amount of Taxes saved by reason of the deduction of its payment over to the Lessee of the sum of the amounts in clause (1) and this clause (2).

(f) Survival of Indemnities. The provisions of this Section 8 shall survive the expiration or termination of this Lease.

9. General Indemnity.

(a) The Lessee shall indemnify the Lessor, on an After-Tax Basis, against any loss, damage, claim, expense (including reasonable attorneys' fees and expenses of litigation) or injury imposed on, or incurred by, or asserted against the Lessor, arising, directly or indirectly, out of the ownership, use, lease, possession, or operation of any Car occurring prior to or during the Lease Term, or after the Lease Term until such time as the Lessee has transferred possession of the Cars to the Lessor (or its designee), however so occurring, except any loss, liability, claim, damage or expense which is directly attributable to the gross negligence or willful misconduct of the Lessor. This Section 9

shall not apply to indemnification for any Taxes other than any net additional income tax arising as a result of receipt of any indemnity payment pursuant to this Section 9. All indemnities provided for in this Section 9(a) shall survive the expiration and termination of this Lease.

(b) In the event that any legal proceedings shall be instituted or any claim or demand shall be asserted by any person in respect of which an indemnity payment may be sought under this Section 9 by the Lessor from the Lessee, the Lessor shall promptly cause written notice of the assertion of any claim of which it has knowledge which is covered by this indemnity to be forwarded to the Lessee. The Lessee shall have the right, at its option and at its own expense, to be represented by counsel of its choice and to participate in, or to take exclusive control of, the defense, negotiation and/or settlement of any proceeding, claim or demand which relates to any indemnification event described in Section 9(a) hereof; provided, however, that the Lessor may participate in any such proceeding with counsel of its choice and at its own expense, unless the Lessor in good faith determines that it has a material interest independent of the Lessee, in which event at Lessee's expense. To the extent the Lessee elects not to defend or settle such proceeding, claim or demand and the Lessor defends against, settles or otherwise deals with any such proceeding, claim or demand, which settlement may be made without the consent of the Lessee, the Lessor will act reasonably and in accordance with its good faith business judgment. The parties hereto agree to cooperate fully with each other in connection with the defense, negotiation or settlement of any such legal proceeding, claim or demand. After any final judgment or award shall have been rendered by a court, arbitration board or administrative agency of competent jurisdiction and the expiration of the time in which to appeal therefrom, or a settlement shall have been consummated, or the Lessor and the Lessee shall have arrived at a mutually binding agreement with respect to each separate matter indemnified by the Lessee, the Lessor shall forward to the Lessee notice of any sums due and owing by the Lessee with respect to such matter and the Lessee shall be required to pay all of the sums so owing to the Lessor, in immediately available funds within 30 days after the date of such notice.

(c) No payment with respect to any indemnity obligation set forth in this Section 9 shall be made to the Lessor, prior to delivery of written notice to the Lessee

specifically setting forth the extent to which an indemnity payment is required and the reasons therefor.

(d) Upon payment in full to the Lessor of any indemnity pursuant the provisions of this Section 9, the Lessee shall be subrogated to any right of the Lessor, in respect of the matter against which such payment has been made. Upon the written request at any time and from time to time of the Lessee, such Lessor shall, at the expense of the Lessee, take such actions and execute such documents as, in the opinion of the Lessee, are necessary or reasonably appropriate to assist the Lessee in the preservation and enforcement against third parties of the right of subrogation of the Lessee; provided, however, that (i) the Lessor shall not be required to take any action or execute any document if, in the reasonable opinion of the Lessor or its counsel, by taking any such action or executing any such document, the Lessor might be exposed to any liabilities for which it is not indemnified hereunder and (ii) in no event and at no time shall the Lessee have the right to inspect, copy, review or otherwise have access to the books and records, or any part or portion thereof, of the Lessor except to the extent necessary to secure the benefits of the foregoing provisions of this Section 9(d).

10. Purchase Option. Provided no Event of Default, or event which, but for the lapse of time or the giving of notice or both, would be an Event of Default, shall have occurred and be continuing, the Lessor hereby grants to Lessee an option, which shall be freely assignable, to purchase at the end of the Base Lease Term or any renewal period, upon 90 days' prior written notice prior to the last day of the Base Lease Term or any renewal period, all, but not less than all, the Cars at the then Fair Market Value (as defined below) thereof. For purposes of this Lease, the "Fair Market Value" of any Car shall be equal to the value of such Car in an arm's length transaction between an informed and willing buyer-user and an informed and willing seller under no compulsion to sell. Costs of removal from the location of current use shall not be a deduction in determining of the above-mentioned value.

11. Determination of Values. The Lessee and the Lessor agree to negotiate the Fair Market Rental Value and the Fair Market Value in good faith and, in the event agreement cannot be reached, shall, at the Lessee's or the Lessor's option, submit the question of value to independent appraisers in the manner specified below. The Lessee and the

Lessor agree to be bound by the determination of such independent appraisers. If either party hereto shall have given written notice to the other party hereto requesting determination of the Fair Market Value, the parties hereto shall attempt to determine such value and, failing agreement, the parties hereto shall consult for the purpose of appointing one qualified independent appraiser by mutual agreement. If no such appraiser shall be so appointed within 7 days after such notice shall have been given, each party shall appoint an independent appraiser (which shall not be the manufacturer of such property) within 7 days after such notice shall have been given, and the two appraisers so appointed shall, within 14 days after such notice shall have been given, appoint a third independent appraiser. If no such appraiser shall be so appointed within 14 days after such notice shall have been given, either party may apply to the American Arbitration Association (or any successor thereto) for the appointment of an arbitrator, and both parties hereto shall be bound by any appointment made by such association. Each appraiser appointed pursuant to the foregoing procedure shall be instructed to determine the Fair Market Value of the property in question within 14 days after his appointment. If the parties shall have appointed a single appraiser, his determination of value shall be final and binding as the Fair Market Value. If three appraisers shall have been appointed as hereinabove set forth, the values determined by the three appraisers shall be averaged, the determination of value which shall differ most from such average shall be disregarded, the remaining two determinations shall be averaged, and such average shall be final and binding as the Fair Market Value. The Lessee and the Lessor shall equally bear all expenses of such appraisers, provided that if three appraisers are chosen, the Lessor and the Lessee shall each bear all expenses of its chosen appraiser, and further provided that if an Event of Default has occurred and is continuing, all expenses of such appraisers shall be borne by the Lessee.

12. Return of the Cars. Unless the Cars are purchased pursuant to Section 10, as soon as practicable after the expiration or termination of this Lease as to any of the Cars, the Lessee will, at its own cost and expense, deliver possession of the Cars to the Lessor at one of the Lessee's facilities as the Lessee may designate or, in the absence of such designation, as the Lessor may select. Each Car returned to the Lessor pursuant to the provisions of this Section 12 shall (i) be in the same operating order and repair as when originally delivered to the Lessee, reasonable wear and tear

excepted, (ii) be fit for loading, and (iii) have attached or affixed thereto any special device considered an accession thereto and have removed therefrom any such device not so considered an accession. The assembling, delivery and transporting of the Cars as hereinbefore provided shall be at the expense and risk of the Lessee, and upon application to any court of equity having jurisdiction in the premises, the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so to assemble, deliver and transport the Cars. All amounts earned in respect of the Cars after the date of termination of this Lease shall belong to the Lessor and, if received by the Lessee, shall be promptly turned over to the Lessor.

13. Assignment.

(a) Subject to its undertakings under that certain letter agreement between Lessor and General Electric Company dated as of the date hereof, the Lessor may freely assign, sell or transfer the Cars; provided, however, that any such assignment, sale or transfer shall be subject to all of the rights and interests of Lessee under this Lease (including, without limitation, the purchase option provided for in Section 10 hereof).

(b) The Lessee may assign its interest in this Lease, and may sublease any of the Cars, and (where necessary or appropriate to obtain an exemption from demurrage for said Cars so subleased) may cause such Cars to be boarded or placarded with the names of the sublessees in accordance with the provisions of demurrage tariffs lawfully in effect; provided, however, that notwithstanding any such sublease or assignment, the Lessee shall continue to remain liable to the Lessor under this Lease; and provided further, however, that the Lessee shall not enter into any sublease extending beyond the Lease Term without the prior consent of the Lessor.

(c) This Lease shall inure to the benefit of, and be binding upon, the Lessor and its successors and assigns, and the Lessee and its successors and assigns; provided, however, that this Section 13(c) shall not be construed to negate the restrictions on transfer contained in Sections 13(a) and 13(b).

14. The Lessee's Rights to Use the Cars.

(a) So long as no Event of Default shall have

occurred and be continuing hereunder, the Lessee shall be entitled to the quiet enjoyment and possession of the Cars and to the use of the Cars by it, or any affiliate or assignee or sublessee, upon lines of any railroad owned or operated by it, or any such affiliate or assignee or sublessee, or upon lines of railroad over which the Lessee, or any such affiliate or assignee or sublessee, has trackage or other operating rights or over which railroad equipment of the Lessee or, any such affiliate or assignee or sublessee, is regularly operated pursuant to contract and shall be entitled to permit the use of the Cars upon connecting and other carriers in the usual interchange of traffic or pursuant to run-through agreements.

(b) The Lessee agrees that, if any proceeding shall be brought for the sale or foreclosure of the Lessor's interest in the Cars, and if the Lessor's interest in the Cars shall be sold, the Lessee will, in the event that this Lease shall not, prior to such sale, have been terminated or have expired in accordance with its terms, attorn to the purchaser upon any such sale at foreclosure or otherwise, and will recognize such purchaser as the lessor under this Lease, and this Lease shall continue in full force and effect as a direct lease between the Lessee and such purchaser upon and subject to all the terms, covenants, conditions and agreements set forth in this Lease, if (i) such purchaser shall have assumed and agreed to perform all obligations required to be performed by the original lessor under this Lease in respect of periods after such purchase, and (ii) such purchase shall have been made expressly subject to the TBT Agreements and the rights of the Lessee under this Lease. The Lessee further agrees that, upon compliance with clause (i) and (ii) of the preceding sentence, it will execute and deliver, at any time and from time to time, upon the request of any such purchaser, any agreement, instrument or other document which, in the judgment of such purchaser, may be necessary or appropriate in any such foreclosure proceeding, or otherwise, to evidence such attornment.

15. Transfers by the Lessee Through Merger, Acquisition or Consolidation. Nothing herein shall be deemed to restrict the right of the Lessee to assign or transfer its leasehold interest under this Lease in the Cars or possession of the Cars to any corporation incorporated under the laws of any state of the United States of America or the District of Columbia (which shall have duly assumed the obligations of the Lessee hereunder) into or with which the Lessee shall have become merged or consolidated or which shall have

acquired the property of the Lessee as an entirety or substantially as an entirety.

16. Interest on Overdue Rentals. Any nonpayment of rentals and other obligations due hereunder shall result in the obligation on the part of the Lessee promptly to pay, to the extent legally enforceable, an amount equal to interest at the Chase Manhattan Bank prime rate plus 2% per annum, or at such lesser maximum rate permitted by law, on the overdue rentals and other obligations for the period of time during which they are overdue.

17. Notice. All notices provided for herein, as well as all correspondence pertaining to this Lease, shall be properly given if given (i) in writing and delivered personally or sent by registered or certified mail or by next day delivery service or (ii) by telex or cable and confirmed thereafter in writing sent by registered or certified mail. The respective addresses for notice shall be:

(a) for the Lessee:

General Electric Railcar Services
Corporation
33 West Monroe Street
Chicago, Illinois 60603
Att'n: President

(b) for the Lessor:

Chase Manhattan Leasing Company,
a Division of Chase Commercial
Corporation
560 Sylvan Avenue
Englewood Cliffs, NJ 07362
Att'n: Vice President Operations,
Direct Leasing Division

(c) for GECC:

General Electric Credit Corporation
1600 Summer Street
Stamford, Connecticut 06902
Att'n: Manager of Operations,
Transportation Financing
Division

Such addresses may be changed by either party hereto giving written notice thereof to the other party hereto.

18. Governing Law. This Lease shall be governed and construed by the laws of the State of [New York].

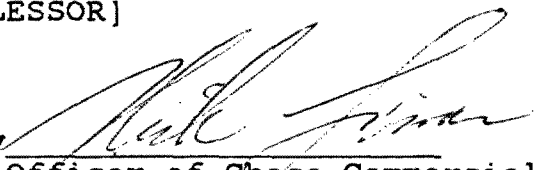
19. Entire Agreement. This instrument constitutes the entire agreement between the Lessor and Lessee and it shall not be amended, altered, or changed except by written agreement signed by the parties hereto.

20. Severability. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction, shall be, as to such jurisdiction, ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

21. Counterparts. This Lease may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed and delivered the day and year first above written.

[LESSOR]

By 
Officer of Chase Commercial
Corporation

[LESSEE]

By 



STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this day of September 19, 1986, before me personally came NICK LINAR to me known, who, being by me duly sworn, did depose and say that he resides at 32 NORTHWEST RD HIGHLAND MILLS, N.Y.; that he is VICE PRESIDENT of CHASE COMMERCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Members of said Corporation, and that he signed his name thereto by like order.

[SEAL]

Sylvia Siegel
Notary Public

SYLVIA SIEGEL
NOTARY PUBLIC, State of New York
No. 24-8990010
Qualified in Kings County
Commission Expires June 30, 1988

ILLINOIS
~~STATE OF NEW YORK~~)
) ss.:
COOK
~~COUNTY OF NEW YORK~~)

On this day of September 17, 1986, before me personally came Albert F. Barber to me known, who, being by me duly sworn, did depose and say that he resides at 141 Kenilworth Ave., Kenilworth, IL 60043; that he is the President of GENERAL ELECTRIC RAILCAR SERVICES CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Members of said Corporation, and that he signed his name thereto by like order.

[SEAL]

Mary Josephine Krum
Notary Public

My commission expires November 29, 1987

Schedule A

Listing of Cars

[Annexed hereto]

Line No.	Car I.D.	Old Car I.D.	Earliest	
			Car Number	
1	CC -063027	MAHX-063027	CNW	190020
2	CC -063721	MAHX-063721	CNW	190531
3	CC -063757	MAHX-063757	CNW	190567
4	CC -063765	MAHX-063765	CNW	190595
5	CC -063784	MAHX-063784	CNW	190594
6	CC -063871	MAHX-063871	CNW	190681
7	CC -064228	MAHX-064228	RACN	064228
8	CC -190024	PARY-190024	CNW	190024
9	CC -190034	PARY-190034	CNW	190034
10	CC -190047	PARY-190047	CNW	190047
11	CC -190052	PARY-190052	CNW	190052
12	CC -190059	PARY-190059	CNW	190059
13	CC -190212	PARY-190212	CNW	190212
14	CC -190214	PARY-190214	CNW	190214
15	CNW -190003			
16	CNW -190008			
17	CNW -190010			
18	CNW -190012			
19	CNW -190013			
20	CNW -190014			
21	CNW -190016			
22	CNW -190019			
23	CNW -190023			
24	CNW -190027			
25	CNW -190028			
26	CNW -190031			
27	CNW -190032			
28	CNW -190035			
29	CNW -190038			
30	CNW -190040			
31	CNW -190046			
32	CNW -190049			
33	CNW -190050			
34	CNW -190051			
35	CNW -190053			
36	CNW -190054			
37	CNW -190056			
38	CNW -190060			
39	CNW -190062			
40	CNW -190064			
41	CNW -190067			
42	CNW -190068			
43	CNW -190069			
44	CNW -190071			
45	CNW -190072			
46	CNW -190075			
47	CNW -190087			
48	CNW -190091			
49	CNW -190095			
50	CNW -190099			
51	CNW -190209			
52	CNW -190211			
53	CNW -190218			
54	CNW -190219			
55	CNW -190220			

Line No.	Car I.D.	Old Car I.D.
56	CNM-190222	
57	CNM-190223	
58	CNM-190228	
59	CNM-190230	
60	CNM-190231	
61	CNM-190232	
62	CNM-190500	
63	CNM-190502	
64	CNM-190503	
65	CNM-190507	
66	CNM-190511	
67	CNM-190512	
68	CNM-190516	
69	CNM-190518	
70	CNM-190523	
71	CNM-190534	
72	CNM-190538	
73	CNM-190544	
74	CNM-190545	
75	CNM-190557	
76	CNM-190558	
77	CNM-190562	
78	CNM-190565	
79	CNM-190570	
80	CNM-190572	
81	CNM-190576	
82	CNM-190578	
83	CNM-190581	
84	CNM-190584	
85	CNM-190585	
86	CNM-190586	
87	CNM-190589	
88	CNM-190590	
89	CNM-190591	
90	CNM-190592	
91	CNM-190593	
92	CNM-190596	
93	CNM-190598	
94	CNM-190599	
95	CNM-190602	
96	CNM-190604	
97	CNM-190608	
98	CNM-190610	
99	CNM-190615	
100	CNM-190618	
101	CNM-190620	
102	CNM-190623	
103	CNM-190626	
104	CNM-190627	
105	CNM-190628	
106	CNM-190631	
107	CNM-190632	
108	CNM-190633	
109	CNM-190635	
110	CNM-190640	

Line No.	Car I.D.	Old Car I.D.	Earliest Car Number
111	CNU -190643		
112	CNU -190647		
113	CNU -190648		
114	CNU -190650		
115	CNU -190658		
116	CNU -190660		
117	CNU -190661		
118	CNU -190668		
119	CNU -190670		
120	CNU -190671		
121	CNU -190674		
122	CNU -190675		
123	CNU -190676		
124	CNU -190678		
125	CNU -190716		
126	CNU -190718		
127	CNU -190719		
128	CNU -190722		
129	CNU -190724		
130	CNU -190725		
131	CNU -190728		
132	CNU -190729		
133	CNU -190731		
134	CNU -190734		
135	CNU -190739		
136	CNU -190743		
137	CNU -190762		
138	CNU -190763		
139	CNU -190765		
140	CNU -190767		
141	CNU -190885		
142	CNU -190987		
143	CNU -190993		
144	CNU -190996		
145	CNU -190997		
146	CNU -190998		
147	CNU -190999		
148	IARR-063050	NAHX-063050	CNU 190043
149	IARR-063090	NAHX-063090	CNU 190083
150	IARR-063104	NAHX-063104	CNU 190097
151	IARR-063105	NAHX-063105	CNU 190098
152	IARR-063709	NAHX-063709	CNU 190519
153	IARR-063749	NAHX-063749	CNU 190559
155	IARR-063811	NAHX-063811	CNU 190621
156	IARR-063815	NAHX-063815	CNU 190625
157	IARR-063849	NAHX-063849	CNU 190659
158	IARR-063854	NAHX-063854	CNU 190664
159	IARR-063862	NAHX-063862	CNU 190672
160	IARR-063867	NAHX-063867	CNU 190677
161	IARR-063879	NAHX-063879	CNU 190689
162	IARR-063911	NAHX-063911	CNU 190721
163	IARR-063927	NAHX-063927	CNU 190737
164	IARR-063935	NAHX-063935	CNU 190745
165	IARR-063941	NAHX-063941	CNU 190751

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Line No.	Car I.D.	Old Car I.D.	Earliest Car Number
166	IMAR-064184	MAHX-064184	CNW 190994
167	IHRG-005001	MAHX-063763	CNW 190573
168	IHRG-005002	MAHX-063877	CNW 190947
169	IHRG-005003	MAHX-063910	CNW 190752
170	IHRG-005004	MAHX-063942	CNW 190752
171	IHRG-005005	MAHX-063926	CNW 190736
172	IHRG-005006	MAHX-064180	CNW 190768
173	IHRG-005007	MAHX-063958	CNW 190885
174	IHRG-005008	MAHX-063072	CNW 190885
175	IHRG-005009	MAHX-063088	CNW 190021
176	IHRG-005010	MAHX-063028	CNW 190680
177	IHRG-008802	MAHX-063870	CNW 190630
178	IHRG-008806	MAHX-063820	CNW 190666
179	IHRG-008807	MAHX-063856	CNW 190613
180	IHRG-008815	MAHX-063803	CNW 190508
181	IHRG-008818	MAHX-063698	CNW 190557
182	IHRG-008819	MAHX-063847	CNW 190653
183	IHRG-063843	MAHX-063843	CNW 190662
184	IHRG-063852	MAHX-063852	CNW 190733
185	IHRG-063923	MAHX-063923	CNW 190017
186	MAVA-063024	MAHX-063024	CNW 190022
187	MAVA-063029	MAHX-063029	CNW 190057
188	MAVA-063064	MAHX-063064	CNW 190061
189	MAVA-063068	MAHX-063068	CNW 190070
190	MAVA-063077	MAHX-063077	CNW 190085
191	MAVA-063092	MAHX-063092	CNW 190093
192	MAVA-063100	MAHX-063100	CNW 190213
193	MAVA-063220	MAHX-063220	CNW 190213
194	MAVA-063222	MAHX-063222	CNW 190217
195	MAVA-063224	MAHX-063224	CNW 190226
196	MAVA-063233	MAHX-063233	CNW 190501
197	MAVA-063691	MAHX-063691	CNW 190505
198	MAVA-063695	MAHX-063695	CNW 190527
199	MAVA-063717	MAHX-063717	CNW 190533
200	MAVA-063723	MAHX-063723	CNW 190540
201	MAVA-063730	MAHX-063730	CNW 190563
202	MAVA-063753	MAHX-063753	CNW 190566
203	MAVA-063756	MAHX-063756	CNW 190569
204	MAVA-063759	MAHX-063759	CNW 190571
205	MAVA-063761	MAHX-063761	CNW 190582
206	MAVA-063772	MAHX-063772	CNW 190597
207	MAVA-063777	MAHX-063777	CNW 190616
208	MAVA-063787	MAHX-063787	CNW 190619
209	MAVA-063806	MAHX-063806	CNW 190642
210	MAVA-063809	MAHX-063809	CNW 190652
211	MAVA-063832	MAHX-063832	CNW 190654
212	MAVA-063842	MAHX-063842	CNW 190655
213	MAVA-063844	MAHX-063844	CNW 190673
214	MAVA-063845	MAHX-063845	CNW 190679
215	MAVA-063857	MAHX-063857	CNW 190683
216	MAVA-063863	MAHX-063863	CNW 190685
217	MAVA-063869	MAHX-063869	CNW 190688
218	MAVA-063873	MAHX-063873	CNW 190688
219	MAVA-063875	MAHX-063875	CNW 190688
220	MAVA-063878	MAHX-063878	CNW 190688

Line No.	Car I.D.	Old Car I.D.	Earliest	
			Car Number	
221	MMVA-063922	NAHX-063922	CNW	190732
222	MMVA-063940	NAHX-063940	CNW	190750
223	MMVA-063954	NAHX-063954	CNW	190764
224	MMVA-064176	NAHX-064176	CNW	190986
225	MMVA-064178	NAHX-064178	CNW	190988
226	MMVA-064179	NAHX-064179	CNW	190989
227	MMVA-064202	NAHX-064202	RACN	064209
228	MMVA-064209	NAHX-064209	RACN	064212
229	MMVA-064214	NAHX-064214	RACN	064215
230	MMVA-064215	NAHX-064215	RACN	064219
231	MMVA-064219	NAHX-064219	RACN	064222
232	MMVA-064222	NAHX-064222	RACN	064231
233	MMVA-064231	NAHX-064231	RACN	
234	MMVA-485310	NAHX-485310		
235	MMVA-485312	NAHX-485312		
236	MMVA-485315	NAHX-485315		
237	MMVA-485318	NAHX-485318		
238	MMVA-485322	NAHX-485322		
239	MMVA-485323	NAHX-485323		
240	MMVA-485324	NAHX-485324		
241	MMVA-485325	NAHX-485325		
242	MMVA-485329	NAHX-485329		
243	MMVA-485330	NAHX-485330		
244	MMVA-485331	NAHX-485331		
245	MMVA-485335	NAHX-485335		
246	MMVA-485337	NAHX-485337		
247	MMVA-485338	NAHX-485338		
248	MMVA-485339	NAHX-485339		
249	MMVA-485342	NAHX-485342		
250	MMVA-485343	NAHX-485343		
251	MMVA-485344	NAHX-485344		
252	MMVA-485346	NAHX-485346		
253	MMVA-485348	NAHX-485348		
254	MMVA-485349	NAHX-485349		
255	MMVA-485350	NAHX-485350		
256	MMVA-485352	NAHX-485352		
257	MMVA-485353	NAHX-485353		
258	MMVA-485355	NAHX-485355		
259	MMVA-485356	NAHX-485356		
260	MMVA-485357	NAHX-485357		
261	MMVA-485358	NAHX-485358		
262	MMVA-485360	NAHX-485360		
263	MMVA-485361	NAHX-485361		
264	MMVA-485365	NAHX-485365		
265	MMVA-485367	NAHX-485367		
266	MMVA-485369	NAHX-485369		
267	MMVA-485370	NAHX-485370		
268	MMVA-485371	NAHX-485371		
269	MMVA-485372	NAHX-485372		
270	MMVA-485373	NAHX-485373		
271	MMVA-485374	NAHX-485374		
272	MMVA-485375	NAHX-485375		
273	MMVA-485377	NAHX-485377		
274	MMVA-485378	NAHX-485378		
275	MMVA-485379	NAHX-485379		

Line No.	Car I.D.	Old Car I.D.
276	MMVA-485384	NAHX-485384
277	MMVA-485387	NAHX-485387
278	MMVA-485389	NAHX-485389
279	MMVA-485393	NAHX-485393
280	MMVA-485394	NAHX-485394
281	MMVA-485395	NAHX-485395
282	MMVA-485397	NAHX-485397
283	MMVA-485399	NAHX-485399
284	MMVA-485400	NAHX-485400
285	MMVA-485405	NAHX-485405
286	NAHX-029500	
287	NAHX-029501	
288	NAHX-029502	
289	NAHX-029503	
290	NAHX-029504	
291	NAHX-059850	
292	NAHX-059851	
293	NAHX-059852	
294	NAHX-059853	
295	NAHX-059854	
296	NAHX-059855	
297	NAHX-059856	
298	NAHX-059857	
299	NAHX-059858	
300	NAHX-059859	
301	NAHX-059860	
302	NAHX-059861	
303	NAHX-059862	
304	NAHX-059863	
305	NAHX-059864	
306	NAHX-059865	
307	NAHX-059866	
308	NAHX-059867	
309	NAHX-059868	
310	NAHX-059869	
311	NAHX-059870	
312	NAHX-059871	
313	NAHX-059872	
314	NAHX-059873	
315	NAHX-059874	
316	NAHX-059875	
317	NAHX-059876	
318	NAHX-059877	
319	NAHX-059878	
320	NAHX-059879	
321	NAHX-059880	
322	NAHX-059881	
323	NAHX-059882	
324	NAHX-059883	
325	NAHX-059884	
326	NAHX-059885	
327	NAHX-059886	
328	NAHX-059887	
329	NAHX-059888	
330	NAHX-059889	

Line No. Car I.D. Old Car I.D.

331	NAHX-059890	
332	NAHX-059891	
333	NAHX-059892	
334	NAHX-059893	
335	NAHX-059894	
336	NAHX-059895	
337	NAHX-059896	
338	NAHX-059897	
339	NAHX-059898	
340	NAHX-059899	
341	NAHX-060097	
342	NAHX-060098	
343	NAHX-060099	
344	NAHX-060100	
345	NAHX-060101	
346	NAHX-060102	
347	NAHX-060103	
348	NAHX-060104	
349	NAHX-060105	
350	NAHX-060106	
351	NAHX-060107	
352	NAHX-060108	
353	NAHX-060109	
354	NAHX-060111	
355	NAHX-060112	
356	NAHX-060113	
357	NAHX-060115	
358	NAHX-060116	
359	NAHX-060117	
360	NAHX-060118	
361	NAHX-060120	
362	NAHX-060121	
363	NAHX-060124	
364	NAHX-060126	
365	NAHX-060127	
366	NAHX-060128	
367	NAHX-060129	
368	NAHX-060130	
369	NAHX-060131	
370	NAHX-060132	
371	NAHX-060133	
372	NAHX-060134	
373	NAHX-060135	
374	NAHX-060138	
375	NAHX-060139	
376	NAHX-060140	
377	NAHX-060141	
378	NAHX-060142	
379	NAHX-060143	
380	NAHX-060147	
381	NAHX-060152	
382	NAHX-060153	
383	NAHX-060154	
384	NAHX-060155	
385	NAHX-060408	

Line No.	Car I.D.	Old Car I.D.
386	NAHX-060409	
387	NAHX-060410	
388	NAHX-060411	
389	NAHX-060412	
390	NAHX-060413	
391	NAHX-060414	
392	NAHX-060415	
393	NAHX-060416	
394	NAHX-060417	
395	NAHX-060418	
396	NAHX-060419	
397	NAHX-060420	
398	NAHX-060421	
399	NAHX-060422	
400	NAHX-060423	
401	NAHX-060424	
402	NAHX-060425	
403	NAHX-060426	
404	NAHX-060427	
405	NAHX-060428	
406	NAHX-060429	
407	NAHX-060430	
408	NAHX-060431	
409	NAHX-060432	
410	NAHX-060433	
411	NAHX-060434	
412	NAHX-060435	
413	NAHX-060436	
414	NAHX-060437	
415	NAHX-060438	
416	NAHX-060439	
417	NAHX-060440	
418	NAHX-060441	
419	NAHX-060442	
420	NAHX-060443	
421	NAHX-060444	
422	NAHX-060445	
423	NAHX-060446	
424	NAHX-060447	
425	NAHX-060448	
426	NAHX-060449	
427	NAHX-060450	
428	NAHX-060451	
429	NAHX-060452	
430	NAHX-060453	
431	NAHX-060454	
432	NAHX-060455	
433	NAHX-060456	
434	NAHX-060457	
435	NAHX-060458	
436	NAHX-060459	
437	NAHX-060460	
438	NAHX-060461	
439	NAHX-060462	
440	NAHX-060463	

Line No. Car I.D. Old Car I.D. Car Number

441	NAHX-060487			
442	NAHX-060488			
443	NAHX-060489			
444	NAHX-060490			
445	NAHX-060491			
446	NAHX-060492			
447	NAHX-063007			
448	NAHX-063009			
449	NAHX-063011			
450	NAHX-063012			
451	NAHX-063013	CNW -190006	CNW	190000
452	NAHX-063014		CNW	190002
453	NAHX-063016		CNW	190007
454	NAHX-063018		CNW	190009
455	NAHX-063022		CNW	190011
456	NAHX-063032		CNW	190015
457	NAHX-063033	CNW -190026	CNW	190025
458	NAHX-063036		CNW	190029
459	NAHX-063037		CNW	190037
460	NAHX-063044	CNW -190030	CNW	190039
461	NAHX-063046		CNW	190041
463	NAHX-063048		CNW	190042
464	NAHX-063049		CNW	190044
465	NAHX-063051		CNW	190045
466	NAHX-063052	CNW -190055	CNW	190058
467	NAHX-063062		CNW	190066
468	NAHX-063065		CNW	190073
469	NAHX-063073		CNW	190077
470	NAHX-063080		CNW	190079
471	NAHX-063081	CNW -190074	CNW	190080
472	NAHX-063084		CNW	190086
473	NAHX-063085	CNW -190078	CNW	190087
474	NAHX-063086		CNW	190088
475	NAHX-063087		CNW	190089
476	NAHX-063089	CNW -190082	CNW	190090
477	NAHX-063091	CNW -190084	CNW	190094
478	NAHX-063093		CNW	190095
479	NAHX-063095	CNW -190088	CNW	190096
480	NAHX-063096	CNW -190089	CNW	190097
481	NAHX-063097	CNW -190090	CNW	190098
482	NAHX-063101		CNW	190099
483	NAHX-063228	CNW -190221	CNW	190100
484	NAHX-063231	CNW -190224	CNW	190101
485	NAHX-063232	CNW -190225	CNW	190102
486	NAHX-063234	CNW -190227	CNW	190103
487	NAHX-063236	CNW -190229	CNW	190104
488	NAHX-063236		CNW	190105
489	NAHX-063696		CNW	190106
490	NAHX-063703		CNW	190107
491	NAHX-063707		CNW	190108
492	NAHX-063710		CNW	190109
493	NAHX-063711		CNW	190110
494	NAHX-063712	CNW -190522	CNW	190111
495	NAHX-063716		CNW	190112

Line No.	Car I.D.	Old Car I.D.	Earliest Car Number
496	NAHX-063718		CNW 190528
497	NAHX-063720		CNW 190530
498	NAHX-063722		CNW 190532
499	NAHX-063726	CNW -190536	CNW 190537
500	NAHX-063727		CNW 190541
501	NAHX-063731		CNW 190542
502	NAHX-063732		CNW 190543
503	NAHX-063733		CNW 190546
504	NAHX-063736		CNW 190548
505	NAHX-063737	CNW -190547	CNW 190549
506	NAHX-063738		CNW 190550
507	NAHX-063739		CNW 190553
508	NAHX-063740		CNW 190555
509	NAHX-063742	CNW -190552	CNW 190556
510	NAHX-063743		CNW 190560
511	NAHX-063744	CNW -190554	CNW 190574
512	NAHX-063745		CNW 190577
513	NAHX-063746		CNW 190580
514	NAHX-063750		CNW 190583
515	NAHX-063754	CNW -190564	CNW 190588
516	NAHX-063764		CNW 190595
517	NAHX-063767		CNW 190603
518	NAHX-063770		CNW 190605
519	NAHX-063773		CNW 190609
520	NAHX-063778		CNW 190612
521	NAHX-063785		CNW 190622
522	NAHX-063793		CNW 190624
523	NAHX-063795		CNW 190634
524	NAHX-063799		CNW 190639
525	NAHX-063801	CNW -190611	CNW 190641
526	NAHX-063802		CNW 190649
527	NAHX-063812		CNW 190661
528	NAHX-063814		CNW 190664
529	NAHX-063824		CNW 190669
530	NAHX-063827	CNW -190637	CNW 190674
531	NAHX-063829		CNW 190684
532	NAHX-063831		CNW 190686
533	NAHX-063839		CNW 190715
534	NAHX-063841	CNW -190651	CNW 190717
535	NAHX-063846	CNW -190656	CNW 190730
536	NAHX-063855	CNW -190665	CNW 190735
537	NAHX-063872	CNW -190682	CNW 190741
538	NAHX-063874		CNW 190744
539	NAHX-063876		CNW 190748
540	NAHX-063905		
541	NAHX-063907		
542	NAHX-063913	CNW -190723	
543	NAHX-063917	CNW -190727	
544	NAHX-063920		
545	NAHX-063925	CNW -190740	
546	NAHX-063930		
547	NAHX-063931		
548	NAHX-063932	CNW -190742	
549	NAHX-063934		
550	NAHX-063938		

Line No.	Car I.D.	Old Car I.D.	Earliest Car Number
551	NAHX-063939	CNM -190753	CNM 190749
552	NAHX-063943	CNM -190756	CNM 190769
553	NAHX-063946	CNM -190756	CNM 190769
554	NAHX-063959	CNM -190984	CNM 190769
555	NAHX-064174	CNM -190991	CNM 190769
556	NAHX-064181	CNM -190992	CNM 190769
557	NAHX-064182	CNM -190992	CNM 190769
558	NAHX-064185	CNM -190992	CNM 190769
559	NAHX-064203	CNM -190992	CNM 190769
560	NAHX-064204	CNM -190992	CNM 190769
561	NAHX-064205	CNM -190992	CNM 190769
562	NAHX-064206	CNM -190992	CNM 190769
563	NAHX-064207	CNM -190992	CNM 190769
564	NAHX-064208	CNM -190992	CNM 190769
565	NAHX-064210	CNM -190992	CNM 190769
566	NAHX-064211	CNM -190992	CNM 190769
567	NAHX-064212	CNM -190992	CNM 190769
568	NAHX-064213	CNM -190992	CNM 190769
569	NAHX-064216	CNM -190992	CNM 190769
570	NAHX-064217	CNM -190992	CNM 190769
571	NAHX-064218	CNM -190992	CNM 190769
572	NAHX-064220	CNM -190992	CNM 190769
573	NAHX-064221	CNM -190992	CNM 190769
574	NAHX-064223	CNM -190992	CNM 190769
575	NAHX-064224	CNM -190992	CNM 190769
576	NAHX-064225	CNM -190992	CNM 190769
577	NAHX-064226	CNM -190992	CNM 190769
578	NAHX-064227	CNM -190992	CNM 190769
579	NAHX-064229	CNM -190992	CNM 190769
580	NAHX-064230	CNM -190992	CNM 190769
581	NAHX-190018	PAKY-190018	CNM 190033
582	NAHX-190033	PAKY-190033	CNM 190033
583	NAHX-190036	PAKY-190036	CNM 190036
584	NAHX-190048	PAKY-190048	CNM 190048
585	NAHX-190063	PAKY-190063	CNM 190063
586	NAHX-190076	PAKY-190076	CNM 190076
587	NAHX-190092	PAKY-190092	CNM 190092
588	NAHX-190096	PAKY-190096	CNM 190096
589	NAHX-190210	PAKY-190210	CNM 190210
590	NAHX-190216	PAKY-190216	CNM 190216
591	NAHX-190509	PAKY-190509	CNM 190509
592	NAHX-190510	PAKY-190510	CNM 190510
593	NAHX-190514	PAKY-190514	CNM 190514
594	NAHX-190515	PAKY-190515	CNM 190515
595	NAHX-190524	PAKY-190524	CNM 190524
596	NAHX-190525	PAKY-190525	CNM 190525
597	NAHX-190529	PAKY-190529	CNM 190529
598	NAHX-190535	PAKY-190535	CNM 190535
599	NAHX-190539	PAKY-190539	CNM 190539
600	NAHX-190551	PAKY-190551	CNM 190551
601	NAHX-190561	PAKY-190561	CNM 190561
602	NAHX-190568	PAKY-190568	CNM 190568
603	NAHX-190579	PAKY-190579	CNM 190579
604	NAHX-190600	PAKY-190600	CNM 190600
605	NAHX-190614	PAKY-190614	CNM 190614

"Schedule A"

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Line No.	Car I.D.	Old Car I.D.	Earliest	
			Car Number	
606	NAHX-190617	FAKY-190617	CNW	190617
607	NAHX-190629	FAKY-190629	CNW	190629
608	NAHX-190638	FAKY-190638	CNW	190638
609	NAHX-190644	FAKY-190644	CNW	190644
610	NAHX-190645	FAKY-190645	CNW	190645
611	NAHX-190646	FAKY-190646	CNW	190646
612	NAHX-190663	FAKY-190663	CNW	190663
613	NAHX-190669	FAKY-190669	CNW	190669
614	NAHX-190726	FAKY-190726	CNW	190726
615	NAHX-190738	FAKY-190738	CNW	190738
616	NAHX-190746	FAKY-190746	CNW	190746
617	NAHX-190747	FAKY-190747	CNW	190747
618	NAHX-190755	FAKY-190755	CNW	190755
619	NAHX-190770	FAKY-190770	CNW	190770
620	NAHX-390273			
621	NAHX-390274			
622	NAHX-390275			
623	NAHX-390276			
624	NAHX-390277			
625	NAHX-390278			
626	NAHX-390279			
627	NAHX-390280			
628	NAHX-390281			
629	NAHX-390282			
630	NAHX-390283			
631	NAHX-390284			
632	NAHX-390285			
633	NAHX-390286			
634	NAHX-390287			
635	NAHX-390288			
636	NAHX-390289			
637	NAHX-390290			
638	NAHX-390291			
639	NAHX-390292			
640	NAHX-390293			
641	NAHX-390294			
642	NAHX-390295			
643	NAHX-390296			
644	NAHX-390297			
645	NAHX-390298			
646	NAHX-390299			
647	NAHX-390300			
648	NAHX-485306			
649	NAHX-485307			
650	NAHX-485308			
651	NAHX-485309			
652	NAHX-485313			
653	NAHX-485314			
654	NAHX-485316			
655	NAHX-485317			
656	NAHX-485319			
657	NAHX-485320			
658	NAHX-485321			
659	NAHX-485326			
660	NAHX-485327			

Line No.	Car I.D.	Old Car I.D.
661	NAIX-485328	
662	NAIX-485332	
663	NAIX-485333	
664	NAIX-485334	
665	NAIX-485336	
666	NAIX-485340	
667	NAIX-485341	
668	NAIX-485345	
669	NAIX-485347	
670	NAIX-485351	
671	NAIX-485354	
672	NAIX-485359	
673	NAIX-485362	
674	NAIX-485363	
675	NAIX-485366	
676	NAIX-485368	
677	NAIX-485376	
678	NAIX-485380	
679	NAIX-485381	
680	NAIX-485382	
681	NAIX-485383	
682	NAIX-485385	
683	NAIX-485386	
684	NAIX-485388	
685	NAIX-485392	
686	NAIX-485396	
687	NAIX-485398	
688	NAIX-485401	
689	NAIX-485402	
690	NAIX-485403	
691	NAIX-485404	
692	NAIX-485564	
693	NAIX-485565	
694	NAIX-485566	
695	NAIX-485567	
696	NAIX-485568	
697	NAIX-485569	
698	NAIX-485570	
699	NAIX-485571	
700	NAIX-485572	
701	NAIX-485573	
702	NAIX-485574	
703	NAIX-485575	
704	NAIX-485576	
705	NAIX-485577	
706	NAIX-485578	
707	NAIX-485579	
708	NAIX-485580	
709	NAIX-485581	
710	NAIX-485582	
711	NAIX-485583	
712	NAIX-485584	
713	NAIX-485585	
714	NAIX-485586	
715	NAIX-485587	

Line No.	Car I.U.	Old Car I.U.	Earliest Car Number
716	NAHX-485588		
717	NAHX-485589		
718	NAHX-485590		
719	NAHX-485591		
720	NAHX-485592		
721	NAHX-485593		
722	NAHX-485594		
723	NAHX-485595		
724	NAHX-485596		
725	NAHX-486336		
726	NAHX-486337		
727	NAHX-486338		
728	NAHX-550006		
729	NAHX-550007		
730	NAHX-550020		
731	NAHX-550062		
732	NAHX-550063		
733	NAHX-550066		
734	NAHX-550068		
735	NAHX-550069		
736	PARY-190636		
		CNW	190636

Total Cars: 734

Line No. Car I.D. Old Car I.D.

1	NATX-077318	
2	NATX-077319	
3	NATX-077320	
4	NATX-077321	
5	NATX-077322	
6	NATX-077323	
7	NATX-077324	
8	NATX-077325	
9	NATX-077326	

Total Cars: 9

Schedule B

End-User Leases

[Listing annexed hereto]

ADM TRANSPORTATION COMPANY

Rider No. 11 dated April 3, 1986, pursuant to Car Leasing Agreement 0503-7.

AGRICO CHEMICAL COMPANY

Rider No. 7 dated April 3, 1986 pursuant to Car Leasing Agreement 0369-3.

AIR PRODUCTS & CHEMICALS, INC.

Rider No. 6 dated December 18, 1985 pursuant to Car Leasing Agreement 0244-1.

ALLIED CORPORATION

Rider No. 25 dated November 18, 1985 pursuant to Car Leasing Agreement 0325-33.

AMOCO CHEMICALS COMPANY

Rider No. 4, renewal 1 dated April 18, 1986 pursuant to Car Leasing Agreement 0360-3.

ATCHISON TOPEKA AND SANTA FE RAILWAY COMPANY

Rider No. 1, renewal 1 dated August 15, 1985 pursuant to Car Leasing Agreement 0561-1.

BORG WARNER CHEMICALS, INCORPORATED

Rider No. 14, renewal 1 dated February 29, 1984 pursuant to Car Leasing Agreement 1030-2.

CARGILL, INCORPORATED

Rider No. 36 dated March 3, 1986 pursuant to Car Leasing Agreement 1285-5.

CERTAINTED CORPORATION

Rider No. 1, renewal 2 dated February 4, 1986 pursuant to Car Leasing Agreement 1356-83.

CHICAGO, CENTRAL AND PACIFIC RAILROAD COMPANY

Rider No. 2 dated March 4, 1986 pursuant to Car Leasing Agreement 1458-83.

CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY

Rider No. 2 dated November 12, 1984 pursuant to Car Leasing Agreement 1392-9.

CHICAGO RAIL LINK

Rider No. 3 dated October 23, 1983 pursuant to Car Leasing Agreement 5159.

COLORADO & EASTERN RAILROAD

Rider No. 1 dated March 19, 1985 pursuant to Car Leasing Agreement 1508-83.

CONAGRA, INCORPORATED

Rider No. 8 dated January 28, 1986 pursuant to Car Leasing Agreement 1549-1.
Rider No. 11 dated January 28, 1986 pursuant to Car Leasing Agreement 1549-1.
Rider No. 16 dated May 1, 1986 pursuant to Car Leasing Agreement 1549-1.
Rider No. 18 dated May 6, 1986 pursuant to Car Leasing Agreement 1549-1.

CONGOLEUM CORP.

Rider No. 1 dated June 20, 1983 pursuant to Car Leasing Agreement 1496-83.

CONTINENTAL GRAIN

Rider No. 10 dated April 1, 1986 pursuant to Car Leasing Agreement 1543-4.

DART INDUSTRIES INCORPORATED

Rider No. 1 dated September 27, 1984 pursuant to Car Leasing Agreement 8569-83.

DEBRUCE GRAIN

Rider No. 1 dated March 30, 1983 pursuant to Car Leasing Agreement 1776-83.

DELAWARE & HUDSON RAILWAY COMPANY

Rider No. 2 dated July 3, 1983 pursuant to Car Leasing Agreement 1799-3.

DOW CHEMICAL COMPANY

Rider No. 8 dated February 24, 1986 pursuant to Car Leasing Agreement 1510-1.

DYROTECH INDUSTRIES, INCORPORATED

Rider No. 2 dated November 4, 1981 pursuant to Car Leasing Agreement 4881.

EXXON CHEMICAL AMERICAS, A DIVISION OF EXXON CHEMICAL COMPANY, A DIVISION OF EXXON CORPORATION

Rider No. 8 dated May 1, 1984 pursuant to Car Leasing Agreement 2395-11.

Rider No. 12, renewal 1 dated February 7, 1986 pursuant to Car Leasing Agreement 2395-11.

Rider No. 13 dated January 1, 1985 pursuant to Car Leasing Agreement 2395-11.

Rider No. 20 dated November 21, 1985 pursuant to Car Leasing Agreement 2395-11.

Rider No. 25 dated June 10, 1985 pursuant to Car Leasing Agreement 2395-11.

Rider No. 30 dated December 18, 1985 pursuant to Car Leasing Agreement 2395-11.

FARMAIL

Rider No. 1 dated April 14, 1986 pursuant to Car Leasing Agreement 2694-83.

FERRO CORPORATION

Rider No. 1 dated September 7, 1984 pursuant to Car Leasing Agreement 2778-83.

FINA OIL AND CHEMICAL COMPANY, COSDEN CHEMICAL DIVISION

Rider No. 2 dated February 24, 1986 pursuant to Car Leasing Agreement 0366-5.

THE HUBINGER COMPANY

Rider No. 6 dated February 26, 1985 pursuant to Car Leasing Agreement 3784-13.

ILLINOIS CENTRAL GULF RAILROAD COMPANY

Rider No. 5 dated February 28, 1986 pursuant to Car Leasing Agreement 4375-1.

INTERNATIONAL MINERALS & CHEMICALS CORPORATION

Rider No. 13 dated May 29, 1986 pursuant to Car Leasing Agreement 4239-4.

INDIANA HIGH RAIL

Rider No. 1 dated May 18, 1983 pursuant to Car Leasing Agreement 4215-83.

INTER-PAK TERMINALS, INCORPORATED

Rider No. 2 dated April 15, 1986 pursuant to Car Leasing Agreement 0799-2.

IOWA NORTHERN RAILWAY COMPANY

Rider No. 1 dated August 14, 1985 pursuant to Car Leasing Agreement 4280-83.

ITT RAYONIER, INCORPORATED

Rider No. 2 dated January 17, 1985 pursuant to Car Leasing Agreement 4375-1.

Rider No. 3 dated May 13, 1985 pursuant to Car Leasing Agreement 4375-1.

KAISER ALUMINUM CORPORATION

Rider No. 1 dated October 1, 1984 pursuant to Car Leasing Agreement 4820-3.

Rider NO. 5 dated April 16, 1986 pursuant to Car Leasing Agreement 4820-3.

KERR MCGEE CORPORATION

Rider No. 61 dated July 27, 1982 pursuant to Car Leasing Agreement 4899-8.

KOKOMO GRAIN COMPANY

Rider No. 1 dated April 4, 1986 pursuant to Car Leasing Agreement 5022-83.

KOPPERS COMPANY, INC.

Rider No. 3 dated September 27, 1984 pursuant to Car Leasing Agreement 5019-1.

LAYNE & MYERS GRAIN COMPANY

Rider No. 4, renewal 1 dated December 26, 1985 pursuant to Car Leasing Agreement 5175-1.

LEVER BROS.

Rider No. 4 dated May 20, 1980 pursuant to Car Leasing Agreement 5219.

MARTIN MARIETTA CORPORATION, MARTIN MARIETTA BASIC PRODUCTS, MAGNESIA SPECIALTIES DIVISION

Rider No. 16 dated May 5, 1983 pursuant to Car Leasing Agreement 8102-3.

MILE HIGH RAILCAR SERVICE, INC.

Rider No. 4 dated April 21, 1986 pursuant to Car Leasing Agreement 5683-83-1.

MINNESOTA CORN PROCESSORS

Rider No. 11 dated December 13, 1985 pursuant to Car Leasing Agreement 5733-83.

MINNESOTA VALLEY TRANSPORTATION CO., INC.

Rider No. 1 dated June 6, 1984 pursuant to Car Leasing Agreement 5732-83.

Rider No. 3 dated November 6, 1985 pursuant to Car Leasing Agreement 5732-83.

Rider No. 4 to be typed pursuant to Car Leasing Agreement 5732-83.

MISSOURI, KANSAS, AND TEXAS RAILWAY

Rider No. 1 dated February 1, 1985 pursuant to Car Leasing Agreement 5747-3.

MOBIL OIL CORPORATION

Rider No. 22 dated December 13, 1985 pursuant to Car Leasing Agreement 5769-3.

Rider No. 25 dated April 16, 1986 pursuant to Car Leasing Agreement 5769-3.

MONSANTO COMPANY

Rider No. 24, renewal 1 dated September 3, 1985 pursuant to Car Leasing Agreement 5782-83.

OCCIDENTAL CHEMICAL COMPANY

Rider No. 6 for processing June 5, 1986 pursuant to Car Leasing Agreement 3722-9.

PIGEON RIVER RAILROAD

Rider No. 1 dated October 25, 1985 pursuant to Car Leasing Agreement 7069-83.

PRAIRIE CENTRAL RAILWAY

Rider No. 1 dated April 5, 1983 pursuant to Car Leasing Agreement 7171.

Rider No. 2 dated October 28, 1983 pursuant to Car Leasing Agreement 7171.

RALSTON-PURINA COMPANY

Rider No. 3 dated April 3, 1986 pursuant to Car Leasing Agreement 7329-2.

RESIN MARKETING COMPANY

Rider No. 1 dated December 31, 1985 pursuant to Car Leasing Agreement 7371-83.

ROHM & HAAS COMPANY

Rider No. 1, renewal 1 dated February 14, 1984 pursuant to Car Leasing Agreement 7551-2.

SHINTECH, INCORPORATED

Rider No. 3 dated July 8, 1985 pursuant to Car Leasing Agreement 7868-83.

SOO LINE RAILROAD COMPANY

Rider No. 1 dated May 15, 1985 pursuant to Car Leasing Agreement 8040-83.

Rider No. 5 dated January 3, 1985 pursuant to Car Leasing Agreement 8040-83.

SOUTHERN PETROL COMPANY

Rider No. 1 dated October 29, 1983 pursuant to Car Leasing Agreement 8023-83.

SOUTHWEST CHEMICAL SERVICES INCORPORATED

Rider No. 1 dated February 16, 1984 pursuant to Car Leasing Agreement 5851-83-1.

Rider No. 2 dated May 13, 1986 pursuant to Car Leasing Agreement 5851-83-1.

TENNECO CHEMICALS, INC.

Rider No. 2 dated December 12, 1984 pursuant to Car Leasing Agreement 8371-7.

THERMO-FIL INCORPORATED

Rider No. 1, renewal 1 dated December 5, 1985 pursuant to Car Leasing Agreement 8396-1.

UNITED STATES BORAX AND CHEMICAL CORPORATION

Rider No. 4 dated April 3, 1986 pursuant to Car Leasing Agreement 8804-9.

VINYL PLASTICS INCORPORATED

Rider No. 3 dated June 21, 1982 pursuant to Car Leasing Agreement 9035.

VISTA CHEMICAL COMPANY

Rider No. 1 dated April 26, 1985 pursuant to Car Leasing Agreement 9042-83.

VULCAN MATERIALS COMPANY

Rider No. 5 dated September 15, 1980 pursuant to Car Leasing Agreement 9113.

ZIP TRANSPORTATION COMPANY

Rider No. 6 dated April 23, 1985 pursuant to Car Leasing Agreement 9890-13.

Rider No. 7 dated April 23, 1985 pursuant to Car Leasing Agreement 9890-13.

Schedule C

TBT Agreements

1. Hopper Car Agreement, dated September 30, 1981, between
General Electric and North American Car Corporation
2. Tank Car Agreement, dated September 30, 1981, between
General Electric and North American Car Corporation

Stipulated Loss Values*

The Stipulated Loss Value per Car as of a given rental payment date shall be the product of (1) the percentage listed below as of such date and (2) that portion of \$5,600,000 allocable to such Car on a pro-rata basis as of the execution of this Lease.

11/6/86	99.63%
5/6/87	98.16%
11/6/87	96.63%
5/6/88	95.03%
11/6/88	93.36%
5/6/89	91.62%
11/6/89	89.80%
5/6/90	87.90%
11/6/90	85.91%
5/6/91	83.83%
11/6/91	81.67%
5/6/92	79.40%
11/6/92	77.04%
5/6/93	74.57%
11/6/93	71.99%
5/6/94	69.29%
11/6/94	66.48%
5/6/95	63.54%
11/6/95	60.47%
5/6/96	57.26%
11/6/96	53.92%
5/6/97	50.42%
11/6/97	46.77%
5/6/98	42.95%
11/6/98	38.97%
5/6/99	34.80%
11/6/99	30.46%
5/6/2000	25.92%
11/6/2000	21.17%
5/6/2001	16.22%
11/6/2001	11.05%
5/6/2002	5.65%
11/6/2002	0.00%

* Stipulated Loss Values do not include any amount which the Lessee may owe to the Lessor as a result of a Casualty Occurrence that triggers an indemnity obligation from the Lessor to General Electric Company under the TBT Agreements (as modified by that certain letter agreement between the Lessor and General Electric Company, dated as of even date herewith), if any.